# CITY OF COOPER CITY
# CITY COMMISSION REGULAR MEETING

**Tuesday, January 09, 2024 at 6:30 PM**
**City Hall Auditorium | 9090 SW 50th Place**

## AGENDA

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**DECORUM -** Jacob Horowitz, City Attorney

**CHANGES TO AGENDA/EMERGENCY MATTERS**

**PROCLAMATIONS/PRESENTATIONS**

1. Pet Adoption - **Commissioner Mallozzi**

**PUBLIC SPEAKING**

**Open Public Meeting/Agenda Concerns** - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. 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.*

**BOARD/ADMINISTRATIVE REPORTS**

2. Appointments to City Boards

**CONSENT AGENDA**

**Minutes**

3. December 12, 2023 Commission Workshop Meeting Minutes
4. December 12, 2023 Commission Meeting Minutes

**Resolutions**

5. Resolution 24-01 (Utilities)

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AND SEWER DEVELOPER'S AGREEMENT WITH THOMAS SUMMERS FOR 5 WATER ERCs AT A TOTAL COST OF $8,981.87, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Motion to Approve**

6. Motion to approve and authorize Task Order 2023-03 to Hazen & Sawyer in the amount not to exceed $73,719 for construction oversight services on an as-needed basis for the Effluent Pump and VFD Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder. - **Utilities**

7. Motion to approve and authorize Task Order 2023-04 to Hazen & Sawyer in the amount not to exceed $55,479.00 for construction oversight services on an as-needed basis for the Membrane Element Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder. - **Utilities**

8. Motion to approve and authorize Task Order 2023-05 to Hazen & Sawyer in the amount not to exceed $24,956.00 for consulting services to evaluate the feasibility of one-to-one replacement of centrifuge equipment in lieu of traditional design-bid-build or design-build delivery methods at the City's wastewater treatment plant. - **Utilities**

9. Motion to approve and authorize Task Order 2023-06 to Hazen & Sawyer in the amount not to exceed $25,000 to provide engineering advisory services related to the operation of water and wastewater plants and related services until the Utilities Department is fully staffed. - **Utilities**

**REGULAR AGENDA**

10. Status of Dog Park – **Commissioner Shrouder**

11. Update from the City Manager on the City's Communications Strategic Plan, including the progress of Garth Solutions and how the new Director of Communications role is elevating the City's Strategic Communications. – **Commissioner Katzman**

12. Status of the Pay Study Implementation – **Commissioner Shrouder**

13. Motion to direct the City Manager to implement an online registration system for all City Events that require advance registration within 90 days. – **Commissioner Katzman**

14. Update/Action Plan on the Resident Requirements for Organized Sports – **Commissioner Shrouder**

15. Update/Action Plan on the Utilities Operations – **Commissioner Shrouder**

16. Update/Action Plan on the Public Works Operations – **Commissioner Shrouder**

17. Motion and possible action to consider the adoption of a City Fraternization Policy – **Commissioner Shrouder**

18. Motion to approve and authorize an agreement with the Broward College Contract with Shenandoah General Construction LLC in the amount not to exceed $20,000.00 to provide Storm Drain Cleaning, Repairs, and Maintenance services on an as-needed basis through November 26, 2024 and run concurrently with Broward College Contract, provided the Contract is extended by Broward College with the terms and conditions acceptable to the City, including funding. - **Utilities**

19. Motion to approve and authorize Task Order 2023-02 issued to Hazen & Sawyer in the amount not to exceed $170,000 for Vulnerability Assessment of City's critical assets as required in the Florida Department of Environmental Protection Grant, Agreement No. 23PLN78 subject to the final signoffs. - **Utilities**

20. Purchase and installation of heaters/chillers from Symbiont Services Corporation – **Parks and Recreation**

**REGULAR RESOLUTIONS**

21. **Resolution 24-02 (Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR VULNERABILITY ASSESSMENT UNDER THEIR RESILIENT FLORIDA PROGRAM IN THE AMOUNT OF $170,000 AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCES ON FIRST READING**

22. **Ordinance 24-01 (Commission)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 23 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "ZONING DISTRICTS;" BY SPECIFICALLY DELETING ARTICLE V, SECTION 23-104.1, ENTITLED "PHARMACIES, MEDICAL OFFICES OR CLINICS, AND MEDICAL OR DENTAL LABORATORIES – LOCAL RESTRICTIONS;" PROVIDING FOR ADDITIONAL LOCATIONS FOR PHARMACIES IN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Shrouder**

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

23. **Ordinance No. 23 -27 (Finance)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

24. **Ordinance 23-28 (Commission)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Mallozzi**

25. **Ordinance 23-29 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

26. **Ordinance 23-30 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

27. **Ordinance 23-31 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

**CITY MANAGER REPORT**

28. Budget Transfer Notification - Public Works Director Search

**CITY ATTORNEY REPORT**

29. Potential Form 6 Litigation

**POLICE CHIEF'S REPORT**

30. Police Chief's Report

**FIRE CHIEF'S REPORT**

31. Fire Chief's Report

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

**ADDITIONAL PUBLIC COMMENTS (3 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.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

## DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Appointments to City Boards

**RECOMMENDATION:**
Mayor Ross is appointing Lauren Dreilinger to the Education Advisory Board
Commissioner Shrouder is appointing Lawrence Goldman to the Recreation Advisory Board
Commissioner Mallozzi is appointing Sherrill Gross to the Senior Advisory Board.

**ATTACHMENTS:**
1. Citizen Resource Sheet Lauren Dreilinger
2. Citizen Resource Sheet Lawrence Goldman
3. Citizen Resource Sheet Sherrill Gross

**CITY OF COOPER CITY**
**CITIZENS RESOURCE SHEET**

Please indicate the Board(s) for which you wish to be considered:

- ☐ **Business Advisory Board**
- ☐ **Charter Review Board**
- ☑ **Education Advisory Board**
- ☐ **Firefighters Pension Board**
- ☐ **General Employees Pension Board**
- ☐ **Green Advisory Board**
- ☐ **Planning & Zoning Board**
- ☐ **Police Pension Board**
- ☐ **Mental Health & Wellness Advisory Board**
- ☐ **Recreation Advisory Board**
- ☐ **Senior Advisory Board**
- ☐ **Royal Palm Ranches Advisory Board**

Please choose one:

☐ **I wish to be considered by Commissioner _____ (please write in name)**

☐ **I wish to be considered by any member of the Commission**

Date: 10/06/2023

Name: Lauren Dreilinger Email Address: ldreilinger@gmail.com

Home Address: _____ Cooper City, FL 33026

Cell #: 954-559-1903 Work #: 954-514-9002 Home #: _____

Length of Residence in Cooper City 5 Years 4 Months

Length of Time as Business Person in Cooper City 0 Years _____ Months

**QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

I grew up in Cooper City and lived in Rock Creek from 1979-1995.

My parents still reside in the same house. I served as Chair of the EAB for the City of Pembroke Pines prior to moving back to Cooper City. I believe the EAB can postiviely impact the lcoal schools in many ways.

I moved back for my children to attend Cooper City schools and wish to become more involved in the community.

**Experience in Board Subject:**

Related Work or Civic Affiliation: Civil Rights Lawyer; Chair of P. Pines EAB

College (if appropriate): USF, 1994; NYU School of Law 1998

Field of Study: Political Science, History & Philosophy; JD

Other professional or technical training (Name of school, course name, etc.): NYU School of Law, JD 1998

**DISCLOSURES:**

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? _____ If yes, please do so here: I am excited about the potential opportunity to serve on an EAB again.

**Please affirm and acknowledge that you understand and agree to the following (mark each box):**

☑ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☑ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☑ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: Lauren Dreilinger Date: 10/6/2023

# CITY OF COOPER CITY
# CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- ☐ **Business Advisory Board**
- ☐ **Charter Review Board**
- ☐ **Education Advisory Board**
- ☐ **Firefighters Pension Board**
- ☐ **General Employees Pension Board**
- ☐ **Green Advisory Board**
- ☐ **Planning & Zoning Board**
- ☐ **Police Pension Board**
- ☐ **Mental Health & Wellness Advisory Board**
- ☑ **Recreation Advisory Board**
- ☐ **Senior Advisory Board**
- ☐ **Royal Palm Ranches Advisory Board**

Please choose one:

☒ **I wish to be considered by Commissioner** Shrouder **(please write in name)**

☐ **I wish to be considered by any member of the Commission**

Date: 12/26/2023

Name: Lawrence Goldman Email Address: Larrygoldman59@gmail.com

Home Address: 11132 Topeka Place Cooper City, FL 33026

Cell #: 954-805-8111 Work #: n/a Home #: n/a

Length of Residence in Cooper City 33 Years _____ Months

Length of Time as Business Person in Cooper City 0 Years _____ Months

**QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

I have been a Cooper City resident for 33 years. I have gotten so much from the city and would like the opportunty to give back to the community.

**Experience in Board Subject:**

Related Work or Civic Affiliation: I owned and operated an Allstate Insurance Agency for 35 years

College (if appropriate): Florida State University fraternity & intrafraternity council.

Field of Study: Risk Managent & Insurance/Business

Other professional or technical training (Name of school, course name, etc.): _____

**DISCLOSURES:**

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? No If yes, please do so here: _____

**Please affirm and acknowledge that you understand and agree to the following (mark each box):**

☑ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☑ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☑ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: Lawrence Goldman Date: 12/27/2023

# CITY OF COOPER CITY
# CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- ☐ Business Advisory Board
- ☐ Charter Review Board
- ☐ Education Advisory Board
- ☐ Firefighters Pension Board
- ☐ General Employees Pension Board
- ☐ Green Advisory Board
- ☐ Planning & Zoning Board
- ☐ Police Pension Board
- ☐ Mental Health & Wellness Advisory Board
- ☐ Recreation Advisory Board
- ☒ Senior Advisory Board
- ☐ Royal Palm Ranches Advisory Board

Please choose one:

☐ **I wish to be considered by Commissioner** Lisa Mallozzi **(please write in name)**

☐ **I wish to be considered by any member of the Commission**

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Date: Dec 12 2023

Name: Sherrill Gross Email Address: _____

Home Address: 5059 Waters Edge Way Cooper City, FL 33330

Cell #: (305) 502 7020 Work #: _____ Home #: 954-434-0851

Length of Residence in Cooper City 12 Years _____ Months

Length of Time as Business Person in Cooper City _____ Years _____ Months

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**QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

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**Experience in Board Subject:**

Related Work or Civic Affiliation: _____

College (if appropriate): UM of Miami

Field of Study: Teacher

Other professional or technical training (Name of school, course name, etc.): _____

_____

**DISCLOSURES:**

1. Are you or any of your relatives presently employed by the City of Cooper City? NO If yes, please state names and City departments/divisions: _____

_____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? NO If yes, please explain: _____

_____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? NO If yes, please list: _____

_____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? NO If yes, please list: _____

_____

5. Is there any other information that you would like to disclose in connection with this application? NO If yes, please do so here: _____

_____

_____

_____

**Please affirm and acknowledge that you understand and agree to the following (mark each box):**

☑ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☑ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☑ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: Sherrill Gross Date: Dec 12 2023

# CITY OF COOPER CITY
# CITY COMMISSION WORKSHOP MEETING

**Tuesday, December 12, 2023 at 4:30 PM**
**City Hall Auditorium | 9090 SW 50th Place**

## MINUTES

**PLEDGE OF ALLEGIANCE**

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance

**ROLL CALL**

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

**PUBLIC COMMMENTS (3 MINUTES)**

David Thacksten, spoke on the safety of employees while tree trimming.

**TOPICS FOR DISCUSSION**

1. Commission Workshop – Tree Trimming, Removal, Maintenance in Rights-of-Way, and ancillary code-related topics – **Administration**

City Manager Eggleston gave a presentation and explained the objective is to provide an overview of current codes and policy's and provide a visual of City vs. resident responsibilities. He will also present variables that have impacted this conversation since the last workshop and provide staff recommendations on particular subjects. A key issue in the City are trees adversely affecting infrastructure in the swales. Additionally, changing practice and laws have impacted city and resident understanding of roles and responsibilities in relation to maintenance issues in the rights-of-way. Since the previous workshop the City's Arborist has retired and the position has been unfilled. Primary goals are to define city vs resident responsibility and clarify and revisit ordinances. The City trims trees on city owned property only. The City will also trim trees deemed a threat to health, safety or welfare and periodically address trees to maintain tree canopy's in the right-of-way. The City will also trim trees to FDOT standards and will also remove trees during a natural disaster. Property owner responsibility includes maintaining trees on private property and maintaining trees on public right-of-way if abutting your property. The City is responsible for removing trees on City owned properties and may remove trees in public rights-of-way for health and safety concerns or in relation to sections 18-11 and 18-13 of the City code. Property owners are responsible for tree removal on privately owned property and as a result of recent state legislature, residential property may provide documentation from a certified arborist to remove a tree under certain conditions. Owners may also opt to improve a tree in relation to Section 18 of the code.

City Attorney Horowitz advised his office is following a number of bills circulating legislature. There is a Senate Bill that was filed recently which would repeal chapter 163 in its entirety, removing the provision allowing a certified letter and eliminating the City's ability to regulate the removal of trees.

City Manager Eggleston advised the City is responsible to repair sidewalks, repair water and sewer utilities, storm water systems, repair roads in the public right away and to offer to prune tree roots

when requested if the trees are causing damage to private or public property. The property owner is responsible for maintaining and repairing their driveway apron and main driveway section. Property owners are also responsible to clean and keep clear abutting sidewalks and maintain vegetation in the right-of-way. Other issues regarding landscaping are prohibited structures, landscape features in the right-of-way and thoroughfare beautification via hedge heights and community walls. Some new variables affecting this workshop include Senate Bill 518 and Senate Bill 60. Another variable is a Special Magistrate case regarding Flamingo Townhomes Phase 4. There has also been a void with the vacancy of the City Arborist. The Citywide Landscape Master Plan may also impact the landscape strategies. Staff is looking to gather input from the Commission on the maintenance of trees in the swales and tree trimming. Staff is also looking for input regarding sidewalk maintenance in thoroughfares. There also may be value in revisiting an arborist position or a consultant. Staff recommends amending city code to require swale and street parking to be the same direction as the flow of traffic. A future workshop can be scheduled resulting in the feedback received tonight.

Commissioner Mallozzi asked about overgrown trees on residential properties. Captain De Giovanni said code section 6-34 speaks to residential maintenance standards and issues are addressed on a case by case basis. Commissioner Mallozzi asked about neighboring trees growing into the fence of the neighbor. Captain De Giovanni said State law allows residences to address issues. City Attorney Horowitz advised nuisance trees are addressed in the code. Commissioner Mallozzi said the City owns the swales but it is the responsibility of the home owner to maintain the trees. Captain De Giovanni said city staff is looking for guidance on that topic.

Commissioner Shrouder said most cities throughout the country have the swales maintained by the property owner. In the past the City trimmed the trees due to height concerns or canopy maintenance. The City needs to educate the public on the requirements. He would like to continue to address issues but not transfer the legal obligation. If the City was to maintain the trees and grass the cost would be significant.

Commissioner Mallozzi said the residents need educated with regard to resident responsibilities. The cost to trim trees residents is thousands of dollars. If the City can help trim the tree initially they can then leave the maintenance on the residents.

Commissioner Shrouder said it would cost the City more to take over the trimming of the swale trees than the residents. The City has trimmed trees as much as our budget allows based on need and he believes they should continue to do that but also educate the residents on their responsibilities.

Commissioner Mallozzi said the cost of trimming trees is high for residents.

Commissioner Shrouder would love to trim all the trees but we have budgetary restraints.

Commissioner Green asked if we have an inventory of trees privately owned that need trimmed or will result in citations. Captain De Giovanni answered they do not have a database with a list. Interim Public Works Director Tim Fleming said a study was preformed years ago that included an inventory of the trees but it is out of date. Commissioner Green asked if we have an inventory of trees that need trimmed back and are the responsibility of the homeowner. Interim Director Fleming explained they receive resident calls and they advise the resident of their responsibility but they will also visit the

home. Commissioner Green asked if there is a number with regard to individuals who have been cited for trees in need of trimming. Captain De Giovani answered they have cited for tree maintenance however, the numbers are low due to the lack of expertise on tree maintenance. Commissioner Green agrees with Commissioner Shrouder to leave the code as is but he also acknowledges the residents have financial hardships. He suggested saving funds for tree trimming in the swale areas and prioritizing the needs as they come forward. If a resident has been cited and there is funds available the City can trim the tree but then alert the resident the maintenance is now on the homeowner. Captain De Giovanni advised the City's beautification initiative had his team looking at commercial beautification and the thoroughfares of the City.

Commissioner Shrouder said there is a difference between a hazardous overgrown tree that is a code violation and standard tree trimming. If we categorize the actual violations for untrimmed trees it is not a large number. He asks that the prioritization of trees cited be first on the list of addressed areas by the City.

Commissioner Katzman asked City Manager Eggleston policy's he has encountered in other municipalities he has worked for in the past. City Manager Eggleston answered (microphone was off).

Commissioner Katzman said if the City has to trim trees the millage will go up. He supports a prioritization based on hardships.

Mayor Ross said he supports the code as is but has concerns with taking over the trimming and enabling the public. He believes the Green Advisory Board can assist with taking a census of the trees in the City.

Commissioner Green said we need an arborist with expertise to determine what trees in the City are out of compliance. He understands the resident's hardships and he also understands the City's limited budget. He stated they need to determine the trees that need immediate attention.

Commissioner Shrouder said he believes the current practice is not far from what needs to be accomplished. He believes education is important and a plan needs established that includes a tracking process. The thoroughfares and main hazards can be taken care of first.

Commissioner Katzman asked for consensus on leaving the code as it is but developing an application process using defined priorities. He asked the reasoning behind not replacing the arborist.

Commissioner Shrouder said after State Law passed allowing for the removal of trees on properties the position was no longer needed.

Commissioner Katzman suggested a landscape architect instead of an arborist position.

Commissioner Shrouder said staff needs clarification on trees at the rear of properties. He believes the code is clear that we cannot cite the homeowner for trees at the rear. He believes the main thoroughfares of the City should be maintained by the City.

Captain De Giovanni said some HOA site plans designate if they maintain the rear. He believes if the responsibility is on the homeowners in thoroughfare areas it will lead to less uniformity. He believes the code needs to designate the areas that should be City maintained and owner maintained.

Commissioner Mallozzi does not believe the homeowners should be responsible for thoroughfare areas.

Interim Director Fleming said FDOT is responsible for sidewalks on their roads.

Commissioner Shrouder said Code Enforcement needs clarification in the code. Captain De Giovanni said they can clarify sections 25-102(d) and section 13-103 with the help of the City Attorney's Office.

Commissioner Shrouder said they need to revise the language for cleaning sidewalks, mowing of grass and trimming of trees in the rear. This will exclude separate agreements such as a development order.

Captain De Giovanni would like consensus to bring back this information including the budgetary affects.

Carl Rosendorf, a Rock Creek representative said they do not power wash the sidewalks outside the community on the main thoroughfares.

Commissioner Mallozzi would like a cost on power washing the sidewalks on all major roadways.

Commissioner Shrouder believes the exclusion of the word rear prohibits Code Enforcement from citing on the cleaning of sidewalks at the rear of properties.

Commissioner Mallozzi said if we are citing homeowners for dirty sidewalks we need to maintain the City owned sidewalks.

Captain De Giovanni will not cite any violations regarding the rear of properties until a policy is developed.

Consensus was reached not to cite any violations regarding the rear of properties until a policy is developed.

Commissioner Katzman would like a follow up meeting on this topic as a Special Meeting so that action can be taken.

Commissioner Mallozzi would also like a stand-alone meeting at 6:00 PM.

Mayor Ross asked his colleagues if they are in favor of hiring a full time arborist or a part time arborist.

Commissioner Mallozzi stated there are firms that employ landscape architects.

Commissioner Shrouder would like staff to develop a list of items that need to be addressed so they can determine the correct position needed.

Commissioner Katzman believes the need is there for a full time position.

Commissioner Shrouder said they need to determine the list of duties that need accomplished to determine the appropriate position required.

City Attorney Horowitz said there is difference between an arborist position and a landscape architect. There is a specific process for engaging a consultant as opposed to the hiring of the position in house.

Audio inaudible (microphone was off).

Commissioner Katzman would like to prohibit parking on the swales in the main thoroughfares.

Commissioner Mallozzi said some communities do not have sufficient parking.

Commissioner Shrouder said a time period for parking in the swales may need to be developed.

City Attorney Horowitz said the code was amended in 2020 to prohibit parking in swales with the appropriate signage. The tools are already in the code.

Captain De Giovanni said the installation of signs may work against the beautification efforts and suggested time limitations.

Commissioner Mallozzi does not want to limit homes who have additional vehicles due to the number of people within the home.

Mayor Ross inaudible (microphone was off).

**ADDITIONAL PUBLIC COMMENTS (3 MINUTES)**

Sharon Oorbeek, spoke on her dismay regarding residents having to trim trees that were planted by the City in the swales.

Commissioner Shrouder said the maintenance of the trees have been the responsibility of the property owner for 30 years.

**ADJOURNMENT**

The meeting adjourned at 6:25 PM.

**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.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

## DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:25.110 --> 00:00:26.400

Cooper City Hall: Commissioner Malosi.

2

00:00:26.660 --> 00:00:29.239

Cooper City Hall: Commissioner Kassman, here Commissioner Schrouter.

3

00:00:32.900 --> 00:00:33.980

Commissioner Green.

4

00:00:35.480 --> 00:00:38.069

Cooper City Hall: and I welcome everyone to the

5

00:00:38.080 --> 00:00:45.759

Cooper City Hall: City Commission workshop meeting, and it's now December twelfth. It's 4 30. Do we have anyone signed up for public comments?

6

00:00:51.720 --> 00:00:53.339

Cooper City Hall: We have one coming up.

7

00:00:58.000 --> 00:00:58.660

you

8

00:01:02.040 --> 00:01:03.270

Cooper City Hall: only at the beginning.

9

00:01:05.319 --> 00:01:09.540

Cooper City Hall: And this really. I don't know what item you're

10

00:01:10.050 --> 00:01:12.810

Cooper City Hall: discussing that is apparently on the agenda.

11

00:01:14.090 --> 00:01:17.370

Cooper City Hall: No, I'd like to know what item that you wish. Speak on.

12

00:01:21.050 --> 00:01:22.909

Cooper City Hall: Okay, well, that's what we're doing now.

13

00:01:23.290 --> 00:01:24.980

Cooper City Hall: okay, come on up.

14

00:01:26.690 --> 00:01:28.940

Cooper City Hall: You have David Baxter.

15

00:01:32.190 --> 00:01:33.310

It was accident

16

00:01:35.500 --> 00:01:36.670

Cooper City Hall: wanted to comment.

17

00:01:55.710 --> 00:01:59.220

We saw some people out there recently, and that was very good.

18

00:01:59.540 --> 00:02:07.780

Cooper City Hall: but I wanted to raise a little concern that there was people working for the city. There was an employee.

19

00:02:08.400 --> 00:02:12.779

Cooper City Hall: but they didn't have really what I felt adequate. Safety.

20

00:02:13.670 --> 00:02:19.849

Cooper City Hall: Okay, and I've seen professional 3 trimmers. It's pretty dangerous situation. They've had

21

00:02:20.190 --> 00:02:21.329

Cooper City Hall: hard hats

22

00:02:22.680 --> 00:02:28.660

Cooper City Hall: best on, maybe a safety harness. These guys.

23

00:02:29.230 --> 00:02:33.339

Cooper City Hall: didn't really have any of that.

24

00:02:33.690 --> 00:02:34.729

Cooper City Hall: And she

25

00:02:36.840 --> 00:02:39.620

aware of that? Thank you.

26

00:02:40.020 --> 00:02:44.330

Cooper City Hall: Thank you very much. And you've done so. I appreciate that.

27

00:02:45.960 --> 00:02:47.400

Cooper City Hall: Because, Youtube.

28

00:02:53.410 --> 00:02:55.530

Cooper City Hall: hey, thank you.

29

00:02:55.840 --> 00:03:01.699

Cooper City Hall: Okay, very good. Anyone else was going to speak that hasn't signed up yet, or anyone on virtual

30

00:03:03.100 --> 00:03:13.250

Cooper City Hall: moving on. We've got the topics for discussion, which is a commission workshop tree terming removal, maintenance, and rights of way and ancillary code, related topics.

31

00:03:13.600 --> 00:03:25.970

Cooper City Hall: It's the city manager, Ryan Eggleste. Thank you, Mr. Mayor and City Commission. Members. It's great to have you here today. Thank you for your time. I know it's a busy Tuesday, but we appreciate it. I know this is a follow up.

32

00:03:26.080 --> 00:03:30.379

Cooper City Hall: as had been requested by you all just to have an opportunity to

33

00:03:30.550 --> 00:03:40.789

Cooper City Hall: gather and have some conversation on several areas that really trickle down from this tree and right away discussion. And so our hope is

34

00:03:40.890 --> 00:03:56.149

Cooper City Hall: really kind of walk through this Powerpoint as a beginning, Kickoff, and just allow for us to work through the Powerpoint. If it's okay, and then we'll have certainly plenty of time for dialogue or specific questions you might have for staff. We have

35

00:03:56.320 --> 00:04:08.400

Cooper City Hall: all of our team here today, as it relates to items that bump up against this overall topic. So, Mayor and Commissioner, it's okay with you. I'll go ahead and start with the Powerpoint and and work through it at this time.

36

00:04:08.630 --> 00:04:09.410

Cooper City Hall: Okay.

37

00:04:11.210 --> 00:04:20.629

Cooper City Hall: yes. And you have a copy. Should have a copy in front of you hard to copy, but you also can look up at the screens as well. But just as I shared

38

00:04:20.680 --> 00:04:25.199

Cooper City Hall: first and foremost participant. Wise, I'll be providing

39

00:04:25.250 --> 00:04:30.829

Cooper City Hall: the basic Powerpoint guided overview you lucky folks today.

40

00:04:30.930 --> 00:04:36.920

Cooper City Hall: As always, City Commission, active participation is encouraged and welcome.

41

00:04:37.310 --> 00:04:51.930

Cooper City Hall: City staff as I shared is available to clarify portions of the presentation. We definitely like to try and work through the presentation as a whole at first. So if you see something or a comment or a question, you might have just feel free to jot it down, and we'll we'll pick em up towards the end

42

00:04:52.470 --> 00:05:08.969

Cooper City Hall: city city residents input at the final public comment is also valued principals just for our discussion today there are no wrong or right answers on a lot of our discussion points, we welcome new and innovative ideas or approaches folks might have.

43

00:05:09.490 --> 00:05:18.629

Cooper City Hall: We're certainly looking to try and have improvement in current ordinances to match policy and practices that may be needed or vice versa.

44

00:05:19.750 --> 00:05:25.620

Cooper City Hall: We're gonna focus on identifying a path forward on this topic that's been out there for quite some time.

45

00:05:25.980 --> 00:05:37.449

Cooper City Hall: and we recognize that we may not finalize this topic tonight, and a plan with an alternative solutions may need to be brought back to the City Commission. Obviously the whole hope is to gather input at this meeting

46

00:05:39.340 --> 00:05:40.390

Cooper City Hall: alright.

47

00:05:41.760 --> 00:05:53.980

Cooper City Hall: Some of our objectives for today provide an overview of current city policy and practice provide a visual of city versus resident responsibilities and roles based on our current ordinance

48

00:05:54.760 --> 00:06:05.830

Cooper City Hall: provide a list of variables that have impacted this conversation since the last workshop was, which was a couple of years ago, and certainly since then a new city manager and several new City Commission members

49

00:06:06.140 --> 00:06:16.830

Cooper City Hall: provide staff recommendations on areas where city clarification would help staff more efficiently carry out our commission, intent and define our effort to educate the public

50

00:06:16.870 --> 00:06:19.179

Cooper City Hall: on city versus residence roles.

51

00:06:19.420 --> 00:06:27.270

Cooper City Hall: and, as I shared already before, if needed, certainly recommend a future workshop to present a plan based on tonight's commission feedback.

52

00:06:29.190 --> 00:06:41.629

Cooper City Hall: Alright. So what are some of the problems and goals that we're working towards. So a few of the problems from a staff as we huddled to talk about issues and based on some of the feedback we've received already.

53

00:06:41.750 --> 00:06:56.810

Cooper City Hall: Obviously, as the Commission's aware, as a result of years of improper placement and some lack of species management aging trees and some inconsistent practices. The city has many trees in its wells that are

54

00:06:57.340 --> 00:07:10.709

Cooper City Hall: adversely impacting our public infrastructure. Obviously private property, and in some cases public safety. And I know I'm not telling anything the Commission doesn't know, because a lot of times you all will get the calls as well related to those topics.

55

00:07:11.120 --> 00:07:25.900

Cooper City Hall: Additionally, on top of that, we've got changing practices and laws at the state level that have impacted our residents, and perhaps the understanding of roles and responsibilities and relationships to who maintains what?

56

00:07:26.070 --> 00:07:29.789

Cooper City Hall: etc. And we're going to drill down into that today.

57

00:07:29.960 --> 00:07:43.349

Cooper City Hall: And lastly, since the last workshop a few years ago, as some of the Commission's aware, but others might not be. The city's arborist has retired, and the position has not been refilled which has kept some related projects unrealized.

58

00:07:43.610 --> 00:07:51.709

Cooper City Hall: and along with that expertise missing, if you will say available to certain items and we'll we'll talk a little bit that more in detail. We work through

59

00:07:52.010 --> 00:08:04.290

Cooper City Hall: our primary goal in light of the changing laws and personnel and resource impact and some confusion on the city versus resident responsibility is really trying to identify. Kind of that big picture.

61

00:08:07.010 --> 00:08:11.960

Cooper City Hall: strategy that aligns with our strategic plans as as needed.

62

00:08:12.140 --> 00:08:16.870

Cooper City Hall: Obviously, this ties right in with our citywide revitalization piece.

63

00:08:17.150 --> 00:08:19.729

Cooper City Hall: That we have.

64

00:08:20.410 --> 00:08:23.029

Cooper City Hall: I've been talking about for quite some time.

65

00:08:23.040 --> 00:08:34.249

Cooper City Hall:  obviously the thoroughfares. Neighborhoods, you know, can't be understated. This is this, we see this kind of butting up a lot about on the overall revitalization piece.

66

00:08:34.720 --> 00:08:41.800

Cooper City Hall: And so we look forward to trying to work through this with you all today. And that's why, frankly, this is the primary goal of today's workshop.

67

00:08:44.169 --> 00:08:52.919

Cooper City Hall: Some secondary goals that we hope to achieve. Obviously, first, is to create safe, walkable and driveable neighborhoods.

68

00:08:54.060 --> 00:09:01.889

Cooper City Hall: Second is to clarify or revisit ordinances tied to trees maintenance, and right away standards. And of course we've provided

69

00:09:01.950 --> 00:09:05.549

Cooper City Hall: those documents in your backup with the workshop. Agenda.

70

00:09:05.970 --> 00:09:16.549

Cooper City Hall: Third is to identify fiscally responsible plan, to continue to address immediate needs, and while outlining a long-term strategy related to the trees and tree maintenance.

71

00:09:17.990 --> 00:09:25.470

Cooper City Hall: next, minimizing adverse impact on pumpk public infrastructure, including our sidewalks, roads, drainage, water and sewer lines.

72

00:09:26.690 --> 00:09:34.630

Cooper City Hall: Beyond that, looking to minimize adverse impact on private property driveways, vehicles, free limbs following, etc.,

73

00:09:35.070 --> 00:09:39.309

Cooper City Hall: important all ways to reduce and look at ways to reduce city liability.

74

00:09:39.390 --> 00:09:50.770

Cooper City Hall: And after the overall path forward is identified, really working with our new communications director to develop and implement a robust communication plan to educate our residents and create citizen by

75

00:09:53.830 --> 00:09:58.980

Cooper City Hall: alright. So just a little bit of our primary topics.

76

00:10:00.520 --> 00:10:02.130

Cooper City Hall: So on my clicker

77

00:10:02.220 --> 00:10:03.260

Cooper City Hall: skills.

78

00:10:04.960 --> 00:10:19.069

Cooper City Hall: Alright so a few of the primary areas we're gonna dig into tonight. The first and and is 3. Trimming related to section 18.7, and that backup is included has been included for everyone.

79

00:10:19.170 --> 00:10:24.720

Cooper City Hall: In addition to that. We have tree removal and replacement, which is covered

80

00:10:24.730 --> 00:10:27.340

Cooper City Hall: under sections 18.4

81

00:10:27.480 --> 00:10:35.760

Cooper City Hall: and 18.11, and also impacted by Senate Bill 5, 18, which was effective about a year and a half ago.

82

00:10:36.250 --> 00:10:43.779

Cooper City Hall: and we're also gonna touch on right away and drive away maintenance covered in sections 2595 and section 25102,

83

00:10:44.100 --> 00:10:51.459

Cooper City Hall: and lastly, the city landscape slash arborist position. which is a part of Section 18, and specifically

84

00:10:51.680 --> 00:11:08.540

Cooper City Hall: section 18, 9. And I'll just pause there to say, certainly there may be other impacted code areas that touch on the aspects of these topics. But these 4 areas are really the main areas where the where the city that addresses the workshop intended.

85

00:11:11.480 --> 00:11:16.900

Cooper City Hall: Alright. So let's we're gonna dig right into jump into tree trimming.

86

00:11:17.450 --> 00:11:21.440

Cooper City Hall: which is probably one of those most important discussions.

87

00:11:23.430 --> 00:11:30.129

Cooper City Hall: We've tried on this slide to break down. What are the city responsibilities versus the property owner responsibilities.

88

00:11:30.980 --> 00:11:34.340

Cooper City Hall: first, we'll go via written format for those who can.

89

00:11:34.420 --> 00:11:35.590

Cooper City Hall: who

90

00:11:35.710 --> 00:11:41.750

Cooper City Hall: learn best that way, and then we'll also touch on a visual aspect of this responsibility.

91

00:11:41.980 --> 00:11:43.610

Cooper City Hall: So on the city side.

92

00:11:44.020 --> 00:11:51.039

Cooper City Hall: We trim trees on city owned property. Only. That's our policy.

93

00:11:51.130 --> 00:12:02.190

Cooper City Hall:  although, as we'll touch on a little later and clarify a little later. that's not exactly how it's worked in years past. In practice

94

00:12:02.400 --> 00:12:09.420

Cooper City Hall: for a great many number of years we included trimming trees in the swale as well. Up until a few years ago.

95

00:12:09.640 --> 00:12:18.490

Cooper City Hall:  in addition to that, the city responsibility trim trees, obviously for life, health and safety reasons purposes in the right of way.

96

00:12:19.680 --> 00:12:26.660

Cooper City Hall: Addition to that, we trim trees periodically to maintain tree canopy and right of way, as the gentleman who was up speaking

97

00:12:26.740 --> 00:12:28.640

Cooper City Hall: for public comments mentioned.

98

00:12:28.870 --> 00:12:42.030

Cooper City Hall: We also trim trees to DOT. Standards. And what does that mean? So typically, that means public works will trim Yup, and the roadway is up to usually about 15 to 17 feet

99

00:12:42.120 --> 00:12:52.270

Cooper City Hall: to ensure DOT. Compliance for large vehicles, such as our garbage trucks and boom lift trucks and the grapple trucks and those some of those larger vehicles.

100

00:12:52.930 --> 00:12:53.750

First.

101

00:12:54.530 --> 00:13:01.689

Cooper City Hall: safely. and lastly, we. Our responsibility is to remove our trim trees for emergency management, natural disaster

102

00:13:03.240 --> 00:13:06.369

Cooper City Hall: on the property owners side. We.

103

00:13:06.550 --> 00:13:12.459

Cooper City Hall: the property owners, responsible to maintain interim trees on their private property, which makes sense right.

104

00:13:12.490 --> 00:13:19.580

Cooper City Hall: They're also responsible for maintaining and trimming trees on their public right away, if it's a budding or property.

105

00:13:20.660 --> 00:13:29.380

Cooper City Hall: And again, as I touched on earlier, should be noted, pacity practice was the trim trees in the public right of ways, despite it not being policy, IE. For the code

106

00:13:29.630 --> 00:13:47.440

Cooper City Hall: and and the change away from that past practice to what's been going on the last 2 years, where where we haven't conducted that type of trimming has resulted in definitely some resident confusion, as they expect free trimming which has been based on past practice. Prior.

107

00:13:49.840 --> 00:13:52.020

Cooper City Hall: alright. So

108

00:13:52.780 --> 00:13:57.389

Cooper City Hall: we're gonna we're gonna move from tree trimming into

109

00:13:58.720 --> 00:14:02.010

Cooper City Hall: maybe we are sorry into right away maintenance

110

00:14:04.770 --> 00:14:07.630

Cooper City Hall: oops. I'm sorry, but I'm sorry

111

00:14:07.980 --> 00:14:11.230

Cooper City Hall: I was out of order there. I skipped the slide on my copy. There we go. Sorry.

112

00:14:11.450 --> 00:14:12.930

Cooper City Hall: Thank you, Mr. Malone.

113

00:14:12.980 --> 00:14:18.139

Cooper City Hall: So now we're talking about tree removal and replacement, not just trimming, but actual

114

00:14:18.390 --> 00:14:24.270

Cooper City Hall: removal and replacement city's responsibility. Again, we're responsible on city owned property.

115

00:14:24.780 --> 00:14:31.649

Cooper City Hall: We may remove highlighted, may remove trees in public right-of-ways for life, health, and safety.

116

00:14:31.710 --> 00:14:37.379

Cooper City Hall: or, if causing damage to public or private property, or to provide necessary access.

117

00:14:38.400 --> 00:14:50.860

Cooper City Hall: in addition to that, we may replace trees and public right of ways. Following the guidelines outlined in particular sections 18 and 1813, of the city code

118

00:14:52.130 --> 00:15:10.619

Cooper City Hall: on the property owners side, where the property owners responsible for privately owned property be removal or replacement as a result of recent State legislation, residential property may provide documentation from a certified arborist to remove a tree. Under certain conditions

119

00:15:10.960 --> 00:15:15.150

Cooper City Hall: the city may no longer require a permit or replacement tree be planted

120

00:15:15.190 --> 00:15:27.010

Cooper City Hall: again. We'll dig into that a little bit further on in the discussion. and lastly, property owners responsibility. They may opt to improve a tree, and if so, section 18 of the code applies forward

121

00:15:27.810 --> 00:15:33.079

Cooper City Hall: just a quick note on that section that is highlighted, related to late legislation

122

00:15:33.260 --> 00:15:46.910

Cooper City Hall: our city attorney's office, issued memo 2022 15, which is included in the backup for our workshop. That clarifies the new law from last year, and how it impacts per city code

123

00:15:47.190 --> 00:15:48.810

Cooper City Hall: absolutely, Jacob.

124

00:15:49.290 --> 00:16:01.460

Cooper City Hall: just just for the questions, awareness and the awareness of staff as well. We're currently following a number of bills ending in the Legislature. There's a Senate Bill that's filed recently, which would repeal that section in in its entirety.

125

00:16:01.590 --> 00:16:14.670

Cooper City Hall: There's no House Companion yet, but there is a Senate Bill looking to entirely amend. Chapter 1, 63. To remove the provision allowing arborists provide a certified letter and eliminating the city's ability to regulate the removal of trees based on it

126

00:16:15.120 --> 00:16:16.780

Cooper City Hall: or the Commission be aware. Thank you.

127

00:16:18.030 --> 00:16:30.729

Cooper City Hall: Thank you, Jacob. And one other note on that second bullet point on property owner responsibility. While that recent State legislation passed last year. The current city code still requires any certified arborist

128

00:16:30.810 --> 00:16:38.600

Cooper City Hall: or tree removal service to be registered with the city in section 18 9 B. Which must be renewed annually.

129

00:16:41.520 --> 00:16:47.850

Cooper City Hall: Alright. So we're gonna segue from tree removal and replacement to right of way maintenance.

130

00:16:48.670 --> 00:16:56.149

Cooper City Hall: So again, city versus property owned roles and responsibilities. The city is responsible to repair sidewalks.

131

00:16:56.480 --> 00:17:00.450

Cooper City Hall: repair water, sewer utilities and storm water systems.

132

00:17:01.000 --> 00:17:12.910

Cooper City Hall: repair roads in the public right away, and to offer to prune tree roots when requested by the property owners. If those trees are causing damage to private or public property

133

00:17:14.349 --> 00:17:26.559

Cooper City Hall: on the citizen end, property owners responsibility, the citizens are responsible to maintain and repair their driveway apron and main driveway section reference. There

134

00:17:27.369 --> 00:17:38.859

Cooper City Hall: they're able to offer alternatives to self repair abutting sidewalks with city manager designee approval. And so again, that would be if perhaps they wanted to also improve

135

00:17:39.010 --> 00:17:46.780

Cooper City Hall: areas such as the driveway apron. I'm sorry. Other areas outside of the driveway apron in the main driveway. Perhaps they wanted to

136

00:17:46.850 --> 00:18:00.709

Cooper City Hall: repair or additional sidewalk per se. Outside of that area. They they would be allowed with approval from the city property owners responsible also to clean and keep their clear their abutting sidewalks.

137

00:18:00.930 --> 00:18:05.500

Cooper City Hall: and responsible, lastly, to maintain vegetation in the right of one

138

00:18:06.680 --> 00:18:17.050

Cooper City Hall: alright for folks in the room who are not auditory listeners and our visual learners. Next up is a nice visual representation of right away

139

00:18:17.130 --> 00:18:18.840

Cooper City Hall: responsibilities.

140

00:18:19.030 --> 00:18:25.310

Cooper City Hall: You can see again a lot of those areas which we talked about related to in the last few sl

141

00:18:25.350 --> 00:18:38.709

Cooper City Hall: related to the city's responsibility and the residents responsibility. And again, just a note at the bottom to say that the city's past practice for for many years was to trim trees in the public right away

142

00:18:38.860 --> 00:18:44.949

Cooper City Hall: over the current practice as of a few years 2 years ago. Roughly, it's now aligned more to city ordinance policy.

143

00:18:45.080 --> 00:18:48.909

Cooper City Hall: and that in regards to the resident being responsible

144

00:18:49.040 --> 00:18:52.010

Cooper City Hall: for tree trimming of those trees and the right

145

00:18:56.110 --> 00:18:58.739

Cooper City Hall: alright. So a few additional topics.

146

00:19:00.480 --> 00:19:14.719

Cooper City Hall: Related to our workshop.  I'll say. Just first and foremost, a majority of our recent commission concerns tied to one of the primary topics already outlined. As we've discussed.

147

00:19:14.910 --> 00:19:18.740

Cooper City Hall: however, there are a couple of subtopics that interrelate

148

00:19:18.980 --> 00:19:25.829

Cooper City Hall: and are as follow. The first is related to prohibit structures and landscape features in the right of way.

149

00:19:26.330 --> 00:19:34.000

Cooper City Hall: sections 2545, and specifically. section 2545 e. As an Edwin.

150

00:19:34.420 --> 00:19:37.880

Cooper City Hall: and secondly, the thoroughfare beautification

151

00:19:37.960 --> 00:19:41.679

Cooper City Hall: via hedge height or community wall concepts.

152

00:19:42.310 --> 00:19:54.070

Cooper City Hall: I'll know just on that item. You know this is one of those items that hopefully we'll get into that particular item some more as well with the upcoming citywide pastor landscape plan.

153

00:19:54.240 --> 00:19:58.450

Cooper City Hall: and we'll touch on that a little bit here upcoming with our

154

00:20:00.840 --> 00:20:06.509

Cooper City Hall: particularly at this junction. We would like to highlight a few new variables that impact this workshop.

155

00:20:07.010 --> 00:20:12.210

Cooper City Hall: First and foremost, the new laws and the pending magistrate case.

156

00:20:12.950 --> 00:20:23.259

Cooper City Hall: Senate Bill 5, 18, passed in 2022, and enough is effective. July first of 2022 attorney holder. It's also spoke a little bit to some additional

157

00:20:23.400 --> 00:20:27.879

Cooper City Hall: legislation that is out there at least has been introduced, but is not into law

158

00:20:28.060 --> 00:20:36.040

Cooper City Hall: and to a lesser extent, Senate Bill, 60 effective. July first, 2021 impacts some of our in enforcement efforts

159

00:20:36.200 --> 00:20:38.760

Cooper City Hall: related to this topic and others

160

00:20:38.970 --> 00:20:49.820

Cooper City Hall: and refer just some referral notes there. We've got those backup items as part of the backup to the workshop. 2 separate memos from the attorney

161

00:20:49.850 --> 00:21:03.389

Cooper City Hall: memorandum, 2021, dash O, 14, and memorandum 2022 dash O. 1, 5 and particularly related to Senate Bill 5, 18 that passed last year.

162

00:21:03.570 --> 00:21:09.980

Cooper City Hall: It may have an impact on the city's code. Section 18, requiring some revision and revamping altogether

163

00:21:11.350 --> 00:21:16.999

Cooper City Hall: another variable from the last time this topic was discussed a few years ago. There is a

164

00:21:17.060 --> 00:21:27.300

Cooper City Hall: Magistrate case out there related to a particular Homeowners Association and the potential impact. That particular case may have.

165

00:21:27.760 --> 00:21:42.620

Cooper City Hall: In addition to that, we have city arbus void, which I mentioned briefly earlier with the retirement of the arbor shortly after the city's pursuit of our overall citywide revitalization of commercial properties and thorough fairs

166

00:21:42.780 --> 00:21:46.430

Cooper City Hall: has hindered some of our staff progress with that void.

167

00:21:47.540 --> 00:21:59.160

Cooper City Hall: And lastly, again, as the Commission's well aware, we do have a consultant for the citywide landscape master Plan. This project is forthcoming, and once complete, it may have impact on these workshop topics

168

00:21:59.270 --> 00:22:05.089

Cooper City Hall: and need to be taken in consideration from a larger 10,000 or 20,000 foot problem.

169

00:22:06.980 --> 00:22:13.190

Cooper City Hall:  alright. A few recommendations that Staff has been working on.

170

00:22:13.340 --> 00:22:20.749

Cooper City Hall: We have, as noted in our staff report, been working diligently to try and prepare for this workshop.

171

00:22:20.960 --> 00:22:26.920

Cooper City Hall: Just a few things we might hope for for takeaways from this. This, this gathering.

172

00:22:27.140 --> 00:22:35.310

Cooper City Hall: The first is getting Commission's input to clarify the intent of first maintenance of trees in the swale.

173

00:22:35.860 --> 00:22:37.689

Cooper City Hall: as it relates to.

174

00:22:37.800 --> 00:22:49.160

Cooper City Hall: Particularly does the City Commission want to leave the code as is, and require residents to maintain and trim trees in the public swells? Or does the city want to take, perhaps on a different role

175

00:22:49.290 --> 00:22:53.830

Cooper City Hall: and take on that role and amend current ordinance to reflect that intent.

176

00:22:55.230 --> 00:23:20.240

Cooper City Hall: Secondly, for some input and clarify clarification on the tree trimming responsibilities. Does the city intend to maintain its current practice as outlined in this presentation? Or does the city perhaps desire for various reasons for uniformity, or beautification, etc., that take over some tree maintenance or all tree maintenance, and see trimming responsibilities in certain manner.

177

00:23:21.170 --> 00:23:34.890

Cooper City Hall: Thirdly, from an abutting property requirement. Section. There's a section of the code. 25102 d. That requires a budding property owners to clean sidewalks to the fronts and the sides of their property.

178

00:23:35.200 --> 00:23:44.529

Cooper City Hall: Then states the city may clean to the rear. This certainly creates ambiguity, for for Chief di Giovanni and his crew particularly related to thoroughfares.

179

00:23:44.640 --> 00:23:46.910

Cooper City Hall: and so clarification of

180

00:23:47.350 --> 00:23:50.819

Cooper City Hall: of city intent and code would be helpful on that topic.

181

00:23:50.950 --> 00:23:57.240

Cooper City Hall: Again, we might have a few other related sections of the code that may need clarifying. Section 13103,

182

00:23:57.500 --> 00:24:16.369

Cooper City Hall: and just to give some insight to the Commission based on efforts already occurring. Chief de Giovanni was able to provide. So since February of 2021, so a little over 2 and a half years, the code has opened almost 1,500 cases

183

00:24:16.480 --> 00:24:19.539

Cooper City Hall: under section 25, dash one 2.

184

00:24:19.820 --> 00:24:32.819

Cooper City Hall: And honestly, even despite that effort, it is, it is really difficult to gain compliance in a comprehensive way that would overall impact the beautification of the city.

185

00:24:33.330 --> 00:24:41.269

Cooper City Hall: And so, when considering kind of the thoroughfares, particularly of our city, it may benefit us to have a

186

00:24:41.280 --> 00:24:46.720

Cooper City Hall: revision, or to revisit this approach, as as it relates to abutting properties.

187

00:24:51.060 --> 00:24:59.290

Cooper City Hall: Alright. A few other items on staff recommendations related to discussions and to solicit some input from commission.

188

00:24:59.450 --> 00:25:03.229

Cooper City Hall: Item 4. The arbor certified landscape architect.

189

00:25:03.460 --> 00:25:21.440

Cooper City Hall: as some members are aware of the retirement of the city arborists, has left a noticeable hole in staff procedures and has slowed certain city projects. There may be value in revisiting this position, whether it a is a part, time or full time, position, or perhaps even a consultant type. Approach

190

00:25:22.240 --> 00:25:33.019

Cooper City Hall: section 18 of the city code specifically would benefit from a complete overhaul based on city's intent and the recent change in the law. and an expert in the field would help accomplish this need.

191

00:25:33.300 --> 00:25:39.130

Cooper City Hall: A lot of reference still, in the code to that particular to that arborist. if you will.

192

00:25:39.920 --> 00:25:49.959

Cooper City Hall: on the item, 5 right of ways whale parking on a on a lesser, much lesser importance note, but certainly related. Staff would

193

00:25:50.020 --> 00:26:00.949

Cooper City Hall: recommend, and would like some feedback from the Commission on amending our city code just to require swale parking or street parking to be same direction as the flow of traffic

194

00:26:01.380 --> 00:26:06.450

Cooper City Hall: so positively impact public safety and our work on traffic management. And this

195

00:26:06.490 --> 00:26:09.080

Cooper City Hall: a pretty common practice across the United States.

196

00:26:11.430 --> 00:26:24.520

Cooper City Hall:  sorry. And then I know as I've been talked about before from a future workshop standpoint. You know, we'd like from the staff side a recommendation, if if mission is supportive of it.

197

00:26:24.600 --> 00:26:32.210

Cooper City Hall: to schedule a future workshop, to really bring back a plan based on tonight's critical feedback from the Commission and the public.

198

00:26:32.380 --> 00:26:49.270

Cooper City Hall: And certainly prior to that workshop working with our Director of Communication to solicit public input, not only from certainly the residents here this evening, but a wider scale audience from just soliciting public input based on some of the feedback we have

199

00:26:52.030 --> 00:26:57.259

Cooper City Hall: and mayor. At this point I appreciate everyone's patience as we worked through.

200

00:26:58.070 --> 00:27:08.499

Cooper City Hall: You know our slides for this evening, and you know, maybe we could pause there, and certainly staffs present. I'd like to thank Chief Giovanni

201

00:27:08.620 --> 00:27:12.760

Cooper City Hall: and Carlos and Tim for their efforts and their staff as well.

202

00:27:12.770 --> 00:27:21.549

Cooper City Hall: Sergeant Mosque, I know Nick was involved as well. Just kind of trying to prep for this evening, and certainly looking forward to the dialogue over the next hour, hour, hour and a half.

203

00:27:23.590 --> 00:27:24.980

Cooper City Hall: Thank you.

204

00:27:35.880 --> 00:27:37.139

Cooper City Hall: You want that in order.

205

00:27:38.540 --> 00:27:43.930

Cooper City Hall: I'm asking this to ask. But yeah. that was one. Okay,

206

00:27:47.270 --> 00:27:48.560

Cooper City Hall: that were the easiest ones.

207

00:27:50.690 --> 00:27:53.029

Cooper City Hall: So when you're talking about

208

00:27:53.170 --> 00:27:55.099

Cooper City Hall: workshop tree trimming

209

00:27:55.240 --> 00:28:00.629

Cooper City Hall: that page and versus city responsibility and property owner responsibility.

210

00:28:01.980 --> 00:28:03.139

Cooper City Hall: What about

211

00:28:03.690 --> 00:28:12.870

Cooper City Hall: on your property? So let's say, I know I've had several people complain, and they have issues about trees in people's yards.

212

00:28:13.080 --> 00:28:14.360

Cooper City Hall: that they are

213

00:28:15.090 --> 00:28:18.700

Cooper City Hall: bushes, hedges, etc., that they are gargantuan.

214

00:28:18.810 --> 00:28:22.510

Cooper City Hall: and to my knowledge we have no code on that. But yet

215

00:28:22.600 --> 00:28:25.200

Cooper City Hall: some of them break fences

216

00:28:25.220 --> 00:28:31.730

Cooper City Hall: and are a hazard. So is that something that we are also going to address here since I'm here? And I'm asking.

217

00:28:35.930 --> 00:28:45.530

Cooper City Hall: yeah, I was gonna actually ask, Chief, if you might be willing to just speak to maybe that topic. And I recall, I think, even Mary, you had something brought that up once or twice.

218

00:28:48.130 --> 00:28:54.700

Product all that saying it. York. one property harbor, you want all property.

219

00:28:58.650 --> 00:29:09.819

Cooper City Hall: and that's why I was. Gonna ask Commissioner Jose for clarification. Is it that in that scenario that the property ones vegetation trees, bushes, are growing into properties. Bill.

220

00:29:09.860 --> 00:29:13.950

Cooper City Hall: No, not in this instance. In this instance I have had

221

00:29:14.270 --> 00:29:16.860

Cooper City Hall: several residents complain about

222

00:29:17.370 --> 00:29:19.490

Cooper City Hall: height of

223

00:29:20.060 --> 00:29:20.820

not

224

00:29:21.270 --> 00:29:22.200

Cooper City Hall: over

225

00:29:22.340 --> 00:29:24.250

Cooper City Hall: height of

226

00:29:24.510 --> 00:29:30.939

Cooper City Hall: shrubs, trees, etc., in backyards, where they they pose.

227

00:29:31.110 --> 00:29:37.480

Cooper City Hall: hazard, blocking, etc. Blocking of of sunshine, etc.

228

00:29:37.550 --> 00:29:44.450

Cooper City Hall: and when they called Code, they were told that on an internal.

229

00:29:44.570 --> 00:29:47.440

Cooper City Hall: you know, on your property in your backyard

230

00:29:47.780 --> 00:29:56.050

Cooper City Hall: there, and I'm only I'm not saying I'm pro or or against. I'm just saying this was an issue. They were told that when it's when the the

231

00:29:56.480 --> 00:29:57.190

Cooper City Hall: add

232

00:29:57.320 --> 00:30:01.680

Cooper City Hall: growth is in your backyard. There is no restriction

233

00:30:01.760 --> 00:30:03.440

Cooper City Hall: on anything like that.

234

00:30:04.390 --> 00:30:06.320

Cooper City Hall: So thank you. But

235

00:30:06.330 --> 00:30:08.770

Cooper City Hall: question for sure. So there is.

236

00:30:09.140 --> 00:30:13.780

Cooper City Hall: a code section, then possibly cite them. But it's gonna be

237

00:30:13.890 --> 00:30:18.190

Cooper City Hall: a case by case which is residential maintenance standard, which is section

238

00:30:18.710 --> 00:30:20.709

Cooper City Hall: dash 34. This is the code.

239

00:30:21.160 --> 00:30:31.840

Cooper City Hall:  oh, 3, 6, 30

240

00:30:32.560 --> 00:30:33.400

Cooper City Hall: 6

241

00:30:37.460 --> 00:30:38.330

bed opener.

242

00:30:48.150 --> 00:30:48.980

one of the men

243

00:30:53.490 --> 00:30:54.190

that point

244

00:30:57.560 --> 00:30:59.619

topic as well. Hedgehog

245

00:31:02.140 --> 00:31:04.500

concept that might still orbit.

246

00:31:04.630 --> 00:31:07.379

Cooper City Hall: Right? That's what I thought. That was

247

00:31:09.780 --> 00:31:10.500

part

248

00:31:11.830 --> 00:31:18.230

Cooper City Hall: okay, and then part B of that question would be in reference to what Commissioner Shroudin is?

249

00:31:18.330 --> 00:31:27.830

Cooper City Hall: What if your neighbor's tree is growing into your fence? And you've told them, because I've had many people say that this is happening

250

00:31:28.420 --> 00:31:34.320

Cooper City Hall: trees, weeds, etc. Growing into the fence and causing the fences to Julene.

251

00:31:35.380 --> 00:31:37.029

Cooper City Hall: And apparently

252

00:31:37.270 --> 00:31:41.410

Cooper City Hall: there are issues with code in that as well.

253

00:31:49.790 --> 00:31:51.210

Cooper City Hall: It's all about.

254

00:32:06.620 --> 00:32:18.170

Cooper City Hall: if I, if I may, just to follow up on the chief's comments. And there's real egregious situations. We also have a provision in the code that speaks to nuisance trees

255

00:32:18.340 --> 00:32:29.119

Cooper City Hall: and provides a mechanism that allows code to site a property owner. But any tree, you know, live tree, dead tree, or stump, endangers the health, safety, and welfare of the community.

256

00:32:29.150 --> 00:32:44.690

Cooper City Hall: or could foreseeably, you know, spread disease, or there's some other infestation issues with regards to trees. There is a mechanism in the code that would currently allow for citation. There also may be civil issue in

257

00:32:47.400 --> 00:32:56.560

Cooper City Hall: when it when it comes to. You know what one property owners tree encroaching into the property of another. There may be civil recourse that the city wouldn't necessarily be involved in or be an issue between 2 neighbors.

258

00:33:01.580 --> 00:33:04.049

Cooper City Hall:  may I continue?

259

00:33:04.440 --> 00:33:06.139

Cooper City Hall: Okay. So

260

00:33:06.170 --> 00:33:07.859

Cooper City Hall: next page

261

00:33:08.860 --> 00:33:10.679

Cooper City Hall: where we have

262

00:33:14.580 --> 00:33:18.820

Cooper City Hall: I've had many people complain to me. So I would like this on the record

263

00:33:19.080 --> 00:33:24.609

Cooper City Hall: in reference to roles, city responsibility versus property owner, responsibility.

264

00:33:25.130 --> 00:33:31.999

Cooper City Hall: even though the property owners responsible for maintaining the swell. The city technically owns the swell.

265

00:33:32.380 --> 00:33:40.939

Cooper City Hall: So in our first bullet point on the left, it states responsible on city owned property under city responsibility.

266

00:33:41.570 --> 00:33:45.839

Cooper City Hall: But we know that the city's not maintaining the trees.

267

00:33:45.900 --> 00:33:48.139

Cooper City Hall: We know why. So if you could

268

00:33:49.480 --> 00:33:51.139

Cooper City Hall: elaborate on that.

269

00:33:51.670 --> 00:33:57.140

Cooper City Hall: absolutely sure, I'm gonna turn my mic off. So that's actually another great question.

270

00:33:57.250 --> 00:33:58.390

Cooper City Hall: Thank you.

271

00:33:58.400 --> 00:34:02.760

Cooper City Hall: You'll see that asterisk there next to that sentence. So that

272

00:34:03.670 --> 00:34:05.060

Cooper City Hall: and the

273

00:34:05.240 --> 00:34:07.819

Cooper City Hall: trim trees on city are pretty only.

274

00:34:17.310 --> 00:34:20.239

Cooper City Hall: Okay, I'm sorry I was going back to trim tree trimming

275

00:34:20.380 --> 00:34:21.470

on 3

276

00:34:21.630 --> 00:34:23.920

Cooper City Hall: trim trees on city owned property.

277

00:34:24.060 --> 00:34:31.120

Cooper City Hall: But so this is actually, it's a great question, because this is one that the city staff is looking for

278

00:34:31.159 --> 00:34:36.679

Cooper City Hall: commission. Guidance, because if you look at our number one snap recommendation.

279

00:34:37.010 --> 00:34:42.250

Cooper City Hall: is maintenance of trees in the swale. Does the City Commission want to leave the code as is?

280

00:34:42.280 --> 00:34:44.080

Cooper City Hall: Or do we want to

281

00:34:44.280 --> 00:34:49.970

Cooper City Hall: reimagine that role responsibility from the city staff side. We are trying to

282

00:34:51.750 --> 00:35:08.830

her. We are at your pleasure. It's right now, little bit using, because not alike, all of them. We're hoping that this workshop efficient consent or or guidance on which direction?

283

00:35:28.870 --> 00:35:31.259

Cooper City Hall: So the

284

00:35:32.020 --> 00:35:40.050

Cooper City Hall: I think we have to be careful on how we assign responsibility and what we actually do so. Most cities throughout

285

00:35:40.130 --> 00:35:43.750

Cooper City Hall: the United States. The swell

286

00:35:43.970 --> 00:35:53.660

Cooper City Hall: is maintained by the abutting property owner. That's what our code. But as a practice we trimmed those trees.

287

00:35:54.520 --> 00:35:58.580

Cooper City Hall: not a hundred percent because of the planning on that would be significant, right? But

288

00:35:58.680 --> 00:36:04.239

Cooper City Hall: to a certain maintenance level rather, if you canopy or calls for height.

289

00:36:04.360 --> 00:36:24.730

Cooper City Hall: And I think that's what we should do we should continue to do. But with education. So what we haven't done a good job is letting people know. So they see the city would come through and trim it, and they think that the city responsible for so then her change keeps. Season comes, and they're saying, Hey, come, my trees or your tree, not my trees. Right?

290

00:36:25.040 --> 00:36:31.969

Cooper City Hall: And if we decide as a policy decision to maintain all of the swells. It would be a significant

291

00:36:32.160 --> 00:36:38.269

Cooper City Hall: financial undertaking. And that's a lot different than what we did historically, where we

292

00:36:38.290 --> 00:36:41.920

Cooper City Hall: set aside a certain amount of money kind of maintain at a certain level.

293

00:36:41.980 --> 00:36:44.670

Cooper City Hall: It's a major difference. I think.

294

00:36:44.740 --> 00:36:47.790

Cooper City Hall: although I would like to continue to maintain it

295

00:36:47.800 --> 00:36:59.609

Cooper City Hall: much as we can. I wouldn't want to transfer the legal obligation, because as soon as we do that you're going to get calls all the time or cancel cut my trees. Ordinance says you have to do it.

296

00:36:59.810 --> 00:37:06.890

Cooper City Hall: and I and I don't think that we could realistically, that without an assessment as to what that amount would be.

297

00:37:07.160 --> 00:37:09.139

Cooper City Hall: And

298

00:37:09.570 --> 00:37:14.750

Cooper City Hall: I know residents will say they're not my tree, your tree when they do that to me. I tell them

299

00:37:14.790 --> 00:37:25.839

Cooper City Hall: the grass isn't grass either. It's our grass. Can you imagine if the city had to come mow your swale, I could tell you we get our money from you, and I guarantee you're more efficient at mowing your swale than us.

300

00:37:25.970 --> 00:37:37.510

Cooper City Hall: So we're gonna take your money. We're gonna run it through a a strainer with all bureaucracy. And what comes left out of that out of your money. It's not gonna probably do a great job at trimming.

301

00:37:37.710 --> 00:37:43.589

Cooper City Hall: Those are mowing that swale same thing usually water as well.

302

00:37:43.930 --> 00:37:47.830

Cooper City Hall: even though it's not just well. And this could sometimes be a hard.

303

00:37:48.320 --> 00:37:52.849

Cooper City Hall: a difficult thing, especially when parking on a swell is allowed.

304

00:37:52.930 --> 00:38:09.749

Cooper City Hall: And you're like, well, the neighbors parking on my swell, killing this grass that you're making me maintain like I think one of the hoas hasn't had a problem with that. And there were times where we had to get sympathetic to that code thing and say, Okay, let me know it's not them doing it. They can't tow the vehicle. They don't know the swell, but we're making. So you're gonna have issues like that. But

305

00:38:09.910 --> 00:38:12.879

Cooper City Hall: as far as the grass and

306

00:38:12.910 --> 00:38:14.469

Cooper City Hall: trimming of the trees

307

00:38:14.650 --> 00:38:23.210

Cooper City Hall: as it relates to the side in the front of the property. Next to the conversation about the choice in the rear. I think the city should

308

00:38:23.300 --> 00:38:27.450

Cooper City Hall: continue its ordinance of requiring a budding property owner to do it.

309

00:38:27.780 --> 00:38:29.649

Cooper City Hall: But as practice we should.

310

00:38:29.990 --> 00:38:34.010

Cooper City Hall: You know, budget as much as we can have that opportunity

311

00:38:34.390 --> 00:38:35.520

Cooper City Hall: canopy.

312

00:38:35.750 --> 00:38:44.409

Cooper City Hall: and and we should basically say, if you want to get on the list to get it done, maybe there's an online thing you can submit. But we prioritize that based off of our budget

313

00:38:44.420 --> 00:38:47.089

Cooper City Hall: the end of the day. The obligation is ultimately yours

314

00:38:48.150 --> 00:38:50.429

Cooper City Hall: that makes sense. Am I talking circles?

315

00:38:51.190 --> 00:38:51.870

That's not.

316

00:38:52.200 --> 00:38:55.209

Cooper City Hall: Em was shaking, said, yes, that make sense to you, Tim.

317

00:38:58.380 --> 00:39:04.780

Cooper City Hall: I was gonna say, I think, to recap what the Commissioner would say. He's suggesting that we leave the city code at

318

00:39:04.900 --> 00:39:07.180

Cooper City Hall: align our practice with our policy

319

00:39:07.360 --> 00:39:15.270

Cooper City Hall: with the swells. The residents still maintain trees swells. however, when it comes to the rear budding property

320

00:39:15.280 --> 00:39:18.309

Cooper City Hall: at the city. but pick that

321

00:39:18.670 --> 00:39:21.479

Cooper City Hall: and prioritize thermal therapeutics.

322

00:39:22.520 --> 00:39:25.260

Cooper City Hall: and and if a resident wanted that tree trimmed.

323

00:39:25.540 --> 00:39:28.029

Cooper City Hall: they would understand that it would be a request

324

00:39:28.480 --> 00:39:30.069

Cooper City Hall: the city to do it at

325

00:39:30.100 --> 00:39:32.460

Cooper City Hall: within the city's budgets and priorities.

326

00:39:32.470 --> 00:39:36.550

Cooper City Hall: Not a mandate that the city do keep the city's whale, so to say.

327

00:39:43.570 --> 00:39:49.570

Cooper City Hall: So here's where I think the problem's going. We have had inconsistencies.

328

00:39:50.260 --> 00:39:52.530

Cooper City Hall: and the residents don't know

329

00:39:53.710 --> 00:39:59.539

Cooper City Hall: whether they are responsible. We are responsible. A lot of the residents are waiting for us from the trees.

330

00:40:00.300 --> 00:40:03.910

Cooper City Hall: Many, actually many. Let's just speak it as many

331

00:40:04.020 --> 00:40:05.560

Cooper City Hall: how the trees are

332

00:40:06.950 --> 00:40:09.690

Cooper City Hall: in need of serious trending.

333

00:40:10.300 --> 00:40:14.569

Cooper City Hall: They're like the sheets you see on Youtube that are like, why.

334

00:40:14.620 --> 00:40:20.380

Cooper City Hall: but when, after they do that, haven't been shared in like 10 years, they can't move. That's how these presents.

335

00:40:20.990 --> 00:40:21.930

Cooper City Hall: So

336

00:40:22.140 --> 00:40:27.599

Cooper City Hall: the the residents that get the quote to truly trim the tree.

337

00:40:27.670 --> 00:40:30.909

Cooper City Hall: Several $1,000 they don't have it.

338

00:40:31.730 --> 00:40:36.870

Cooper City Hall: So the problem that we're going to have is in order to have the trees done properly.

339

00:40:37.240 --> 00:40:47.629

Cooper City Hall: It's going to be out. An enormous amount of money that people don't have. Only alternative, I can see is if we trim your tree.

340

00:40:48.640 --> 00:40:51.950

Cooper City Hall: Now we've got it to the proper

341

00:40:52.900 --> 00:40:54.150

Cooper City Hall: fight with

342

00:40:54.470 --> 00:40:55.719

Cooper City Hall: what have you

343

00:40:55.950 --> 00:41:02.770

Cooper City Hall: now? It's up to you to maintain it, and we have them sign off on that, because now it's reasonable for them to maintain it.

344

00:41:03.020 --> 00:41:08.920

Cooper City Hall: because it's already done so. Now it's like giving your haircut a trim instead of sharing the 8 foot wide sheet.

345

00:41:10.120 --> 00:41:13.060

Cooper City Hall: But therein lies the problem. You're right.

346

00:41:13.760 --> 00:41:23.899

Cooper City Hall: I completely agree with you, but we're stuck in a catch. 22. The residents also don't have the money. We also don't have the money, so we have to figure out

347

00:41:24.060 --> 00:41:29.110

Cooper City Hall: something that is going to work for both parties.

348

00:41:29.530 --> 00:41:34.100

Cooper City Hall: because if you look at any any tree trimming

349

00:41:34.150 --> 00:41:43.600

Cooper City Hall: organization, entry-trained company who are looking at several $1,000, and we have a very old and established treatment.

350

00:41:43.800 --> 00:41:46.329

Cooper City Hall: The other problem is, and if you trim it.

351

00:41:46.340 --> 00:41:54.479

Cooper City Hall: we're only going to trim it correctly, correctly. If I'm wrong. 10, we are only going to trim on 3 of the 4 sides, because we obviously

352

00:41:54.570 --> 00:41:59.600

Cooper City Hall: and not trim on the side that goes over my property because that's private.

353

00:41:59.670 --> 00:42:05.510

Cooper City Hall: So now I'm potentially creating a lopsided free, I don't think we're gonna trim enough

354

00:42:05.670 --> 00:42:12.289

Cooper City Hall: and make it a lopsided tree. But is there a potential possible? So we're also going.

355

00:42:14.650 --> 00:42:16.769

Cooper City Hall: not over private property.

356

00:42:35.740 --> 00:42:36.450

Okay?

357

00:42:36.910 --> 00:42:37.660

Cooper City Hall: Chronicle.

358

00:42:50.060 --> 00:42:51.490

That's that's.

359

00:42:56.300 --> 00:42:58.130

I think. what we have to do.

360

00:43:02.020 --> 00:43:04.320

so that almost

361

00:43:08.480 --> 00:43:10.280

Cooper City Hall: my God! Look at Trevor.

362

00:43:10.890 --> 00:43:14.080

Always done it while you ask. Think 50

363

00:43:15.100 --> 00:43:16.309

Cooper City Hall: always got it

364

00:43:18.420 --> 00:43:19.100
alright

365
00:43:20.230 --> 00:43:21.250
have to know.

366
00:43:23.100 --> 00:43:23.810
And

367
00:43:24.390 --> 00:43:25.340
Cooper City Hall: 1,000 odd

368
00:43:26.300 --> 00:43:27.160
congratulations.

369
00:43:28.550 --> 00:43:30.500
Cooper City Hall: 1,000 priority.

370
00:43:33.920 --> 00:43:34.580
Thanks.

371
00:43:35.710 --> 00:43:36.819

Cooper City Hall: Wanna learn, Softwood.

372

00:43:37.700 --> 00:43:41.560

I feel that makes that thing that doesn't.

373

00:43:42.610 --> 00:43:47.780

Cooper City Hall: That doesn't mean the priority. We're out this year. We click on next. Otherwise

374

00:43:48.790 --> 00:43:51.520

Cooper City Hall: Rowdy is yeah, we'll probably

375

00:43:52.950 --> 00:43:53.640

bye.

376

00:43:53.840 --> 00:43:55.360

Cooper City Hall: actually.

377

00:43:58.720 --> 00:44:00.840

And people call it safe or opportunity

378

00:44:03.800 --> 00:44:05.760

magazine

379

00:44:08.410 --> 00:44:09.130

morning.

380

00:44:10.930 --> 00:44:16.010

I'm not find material one this.

381

00:44:16.380 --> 00:44:19.040

Cooper City Hall: but I know that

382

00:44:20.080 --> 00:44:25.550

Cooper City Hall: I don't. The residents were upset about increasing a water bill by

383

00:44:25.560 --> 00:44:29.109

Cooper City Hall: compared to this a minuscule amount.

384

00:44:29.490 --> 00:44:34.090

Cooper City Hall: So what happens now when you tell the residents well, that tree is going to need to be trimmed.

385

00:44:34.430 --> 00:44:40.540

Cooper City Hall: and they're gonna get a quote that it's $3,000. People don't fix pipes, and

386

00:44:40.680 --> 00:44:51.420

Cooper City Hall: and and, you know, led pipes and and all these new things in their homes that need to be fixed. They don't have the money for it.

387

00:44:55.770 --> 00:44:57.040

Cooper City Hall: Residuals.

388

00:45:04.450 --> 00:45:06.620

let alone his own reason.

389

00:45:07.550 --> 00:45:09.330

Cooper City Hall: Pragmatic oxygen.

390

00:45:09.490 --> 00:45:14.100

Cooper City Hall: Alright. So there will be some situations. I think that's coming upon us.

391

00:45:14.640 --> 00:45:19.520

Okay. that's good that I can see. Okay.

392

00:45:19.690 --> 00:45:21.670

Cooper City Hall: publicly

393

00:45:23.350 --> 00:45:25.769

Cooper City Hall: having X amount of questions.

394

00:45:27.260 --> 00:45:28.220

Protocol.

395

00:45:29.510 --> 00:45:30.190

Eric.

396

00:45:32.030 --> 00:45:32.800

the better.

397

00:45:34.750 --> 00:45:35.710

Cooper City Hall: What is it?

398

00:45:36.550 --> 00:45:37.210

Wondering?

399

00:45:38.240 --> 00:45:40.090

Time is very exciting.

400

00:45:42.310 --> 00:45:43.000

Problem

401

00:45:45.140 --> 00:45:46.190

Cooper City Hall: right now.

402

00:45:47.110 --> 00:45:55.300

Letters check today. Alright, just to diagnosis. Happy. great.

403

00:45:57.280 --> 00:46:00.170

excellent! My own badges.

404

00:46:08.650 --> 00:46:09.400

Thank you.

405

00:46:11.890 --> 00:46:13.439

Cooper City Hall: I want to turn everyone

406

00:46:15.620 --> 00:46:16.349

like here.

407

00:46:18.450 --> 00:46:19.120

80.

408

00:46:20.070 --> 00:46:22.470

Cooper City Hall: Everybody is that your slide? Don't look.

409

00:46:25.380 --> 00:46:27.880

There's I don't know right?

410

00:46:29.380 --> 00:46:30.640

We have agriculture.

411

00:46:33.910 --> 00:46:38.680

Cooper City Hall: People understand what to do like.

412

00:46:39.410 --> 00:46:40.410

I do more money

413

00:46:41.060 --> 00:46:47.819

Cooper City Hall: right now. It's just kind of until I guess we'll come back. That's it all I want me to do with you. A bunch of months

414

00:46:48.830 --> 00:46:52.449

Cooper City Hall: I have commissioned Green, followed by commission.

415

00:46:52.580 --> 00:47:02.040

Cooper City Hall: Thank you, Mayor Ross. Thank you, Mayor Ross, and I hear the I hear the comments of both of my colleagues up here, and both of them make sense. II have a question for

416

00:47:02.140 --> 00:47:04.540

Cooper City Hall: the captain and Sergeant Moscher

417

00:47:05.240 --> 00:47:08.960

Cooper City Hall:  Is there a number of

418

00:47:09.070 --> 00:47:15.960

Cooper City Hall: based on what mission of the low seas can be created with fees that have

419

00:47:16.420 --> 00:47:24.990

Cooper City Hall: just ballooned up that that need to be. And is there a number in your system that you all can tell us? Okay, commission.

420

00:47:25.030 --> 00:47:27.670

Cooper City Hall: there are X amount of trees.

421

00:47:27.770 --> 00:47:36.489

Cooper City Hall:  that is the responsibility of the residents that need to be that need to be trim or they're being they've they've already been cited.

422

00:47:38.800 --> 00:47:43.080

Cooper City Hall: Commissioner Green, thank you for the question. Our team would not have a

423

00:47:43.210 --> 00:47:46.390

Cooper City Hall: database. I know that public works has a overall

424

00:47:46.450 --> 00:47:47.720

Cooper City Hall: odd number.

425

00:47:47.960 --> 00:47:51.380

Cooper City Hall: or the trees in the city. I did not know, though.

426

00:47:51.520 --> 00:47:54.419

Cooper City Hall: have a number of how many of those should be built for private

427

00:47:55.020 --> 00:48:00.849

Cooper City Hall: on our database, but it's not accurate. That study was done 7 years ago, and after all, the storms

428

00:48:01.230 --> 00:48:09.569

Cooper City Hall:  Those trees weren't believing at the time we had over 10,000 feet on in the swell than in

429

00:48:12.150 --> 00:48:12.910

okay.

430

00:48:13.300 --> 00:48:23.959

Cooper City Hall: But specifically, to mention of the Lozi's point with regards to you are referring to, please, that are in both private property. In which question.

431

00:48:24.790 --> 00:48:35.660

Cooper City Hall: how about the backyards? It's poisonous whales. Okay? So you've talked about the backyards. But you also talked about this by room. What you're talking about. Now you're talking about. Okay.

432

00:48:36.170 --> 00:48:46.510

Cooper City Hall: the trees in the spoiled. Is there a number based on what Commissioner Rosie is referring to? Is there a number in your system that says

433

00:48:47.540 --> 00:48:50.290

Cooper City Hall: we have X amount of trees that we know

434

00:48:50.430 --> 00:48:53.610

Cooper City Hall: they need to be cut back, and they haven't been sold

435

00:48:53.870 --> 00:48:59.039

Cooper City Hall: responsibility. So so when the residents call in.

436

00:48:59.100 --> 00:49:04.379

Cooper City Hall: the our secretary will tell them that they're responsible. But we will send

437

00:49:04.470 --> 00:49:06.709

Cooper City Hall: somebody else to take a look at the tree

438

00:49:06.860 --> 00:49:11.009

Cooper City Hall: once. It's usually Nick. It goes out and looks at the tree.

439

00:49:11.040 --> 00:49:12.060

Cooper City Hall: The

440

00:49:12.210 --> 00:49:19.819

Cooper City Hall: we'll drive and take a look at the tree, and what we'll do is we usually do block size. We don't just go to one homeowner and trim that tree

441

00:49:19.940 --> 00:49:23.460

Cooper City Hall: at that tree. We're gonna sit there and we're gonna do that whole that hold.

442

00:49:23.910 --> 00:49:28.979

Cooper City Hall: So when we're out there trimming trees, we're not just we're just. We're driving down the street. We're trimming everything.

443

00:49:30.580 --> 00:49:32.759

Cooper City Hall: So one resident can call in.

444

00:49:33.240 --> 00:49:39.090

Cooper City Hall: and we'll go take a look at it and and tell them that they're responsible what they're responsible for trimming

445

00:49:39.440 --> 00:49:41.440

on that tree. Alright.

446

00:49:41.780 --> 00:49:45.170

Cooper City Hall: So okay. So back to the captain. Captain.

447

00:49:46.230 --> 00:49:55.009

Cooper City Hall: Has there been a number of homeowners that have been cited? Maybe I didn't ask the right. Maybe I didn't ask it the right way. Have there been a number of homeowners that have been cited

448

00:49:55.020 --> 00:50:06.339

Cooper City Hall: or not being compliant in terms of the fleet swimming in their slail limits. Relative. Oh, that's a great question, Commissioner.

449

00:50:06.700 --> 00:50:10.639

Cooper City Hall: we have cited residents for trade maintenance.

450

00:50:11.290 --> 00:50:16.040

Cooper City Hall: It's not gonna be a lot citation tied to that for that that I'll explain.

451

00:50:16.140 --> 00:50:20.119

Cooper City Hall: But under section 18 4, which is free removal, we've cited 9

452

00:50:20.180 --> 00:50:24.540

Cooper City Hall: under section 18, 8, for cat racking. We have cited thirteenth

453

00:50:24.760 --> 00:50:28.800

Cooper City Hall: under section 8, 7. For a treatment required for

454

00:50:29.070 --> 00:50:32.589

Cooper City Hall: under 6, 34 for residential maintenance standards 5.

455

00:50:32.680 --> 00:50:39.579

Cooper City Hall: And then 13103, which is the owner sometimes that feels like a plaza or one.

456

00:50:39.820 --> 00:50:47.060

Cooper City Hall: The reason that this would be less numbers as opposed to other quote activities, is that a lot of times when it comes to

457

00:50:47.140 --> 00:50:52.670

Cooper City Hall: free maintenance. Abraham. Google replacement

458

00:50:53.020 --> 00:50:54.770

Cooper City Hall: that's type of

459

00:50:54.840 --> 00:50:58.369

Cooper City Hall: expertise was not something that put enforcement

460

00:50:58.520 --> 00:51:02.399

Cooper City Hall: at that is a harbor certified arbors expert us

461

00:51:03.190 --> 00:51:07.669

Cooper City Hall: that has been position, voice, and connect to fire.

462

00:51:07.960 --> 00:51:11.930

Cooper City Hall: so we can cite. It is so obvious.

463

00:51:12.300 --> 00:51:14.390

Cooper City Hall: And if you go to a a

464

00:51:14.800 --> 00:51:19.450

Cooper City Hall: free and it's like a Charlie Brown Christmas tree that's clearly at wrap.

465

00:51:20.260 --> 00:51:21.120

Cooper City Hall: Insightful.

466

00:51:21.620 --> 00:51:26.509

Cooper City Hall: But when it comes to a lot of the tradition overgrowth, we are not

467

00:51:27.600 --> 00:51:28.570

Cooper City Hall: brainwashing.

468

00:51:31.040 --> 00:51:39.860

Cooper City Hall: Okay, thank you, and so I and I appreciate that. And so what both of my colleagues II agree with Commissioner shrouder in terms of

469

00:51:39.940 --> 00:51:43.000

Cooper City Hall: we. We keep the ordinance as it is

470

00:51:43.390 --> 00:51:50.219

Cooper City Hall: today. I also agree with Commissioner Belosy that we certainly don't want to place an undue hardship

471

00:51:50.290 --> 00:52:02.379

Cooper City Hall: on our residents. We know that our residents are already safe are already taken on hardship, financial hardship as a result of where we are in our society. So

472

00:52:04.130 --> 00:52:07.500

Cooper City Hall: II think maybe a happy compromise.

473

00:52:07.930 --> 00:52:12.390

Cooper City Hall: But B. Because what what I've just heard you say, Captain, is you didn't.

474

00:52:12.510 --> 00:52:17.550

Cooper City Hall: You didn't provide. There wasn't all there wasn't like 200 300

475

00:52:18.300 --> 00:52:23.310

Cooper City Hall: residents or swells that are having us having issues.

476

00:52:23.530 --> 00:52:34.190

Cooper City Hall: I think you you pointed out a very small number in terms of the entire for city picture. Maybe perhaps we should have money

477

00:52:34.250 --> 00:52:36.740

Cooper City Hall: up the way. Board us.

478

00:52:36.750 --> 00:52:39.720

Cooper City Hall: be trimming in the swell areas.

479

00:52:40.020 --> 00:52:41.340

Cooper City Hall: and we can

480

00:52:41.460 --> 00:52:46.229

Cooper City Hall: prioritize those as they as they come forward

481

00:52:47.800 --> 00:52:58.109

Cooper City Hall: with Commissioner Melosi's point. If if a resident say, for instance, if a resident says, Hey, III clean needs to be. I've been cited between needs to be trim

482

00:52:58.150 --> 00:53:02.920

Cooper City Hall: in the swell animal. If there's money's in there to do that.

483

00:53:03.130 --> 00:53:12.929

Cooper City Hall: it should be there as a first come first serve basis, allow that to take place. But then, after the city has performed that that function.

484

00:53:13.350 --> 00:53:23.970

Cooper City Hall: we should. There should be something that we're that we say to the Resident, okay, we have brought it into compliance. And while we would like to continue to do this.

485

00:53:24.600 --> 00:53:27.390

Cooper City Hall: the responsibility is now on you.

486

00:53:27.630 --> 00:53:30.079

Cooper City Hall: To to maintain that

487

00:53:31.260 --> 00:53:33.129

Cooper City Hall: we may not go through all of the money.

488

00:53:33.860 --> 00:53:41.879

Cooper City Hall: What if the mission decides to set aside funding X amount of dollars for funding. We may not go through at all, because what I'm hearing you say is

489

00:53:42.430 --> 00:53:44.400

Cooper City Hall: very small number

490

00:53:44.800 --> 00:53:48.169

Cooper City Hall: within those different categories.

491

00:53:48.400 --> 00:53:49.509

Cooper City Hall: Yeah, if I,

492

00:53:50.940 --> 00:53:52.130

Cooper City Hall: Mr. Flanner.

493

00:53:52.290 --> 00:53:59.740

Cooper City Hall: if I can just clarify green, because II do want to make sure I'm leading you in the right direction. So in February 2021.

494

00:53:59.790 --> 00:54:01.700

Cooper City Hall: We had a code workshop

495

00:54:01.870 --> 00:54:11.240

Cooper City Hall: that dealt with trees particular, that workshop was followed up with a secondary workshop, April April sixth of 2021,

496

00:54:11.570 --> 00:54:15.860

Cooper City Hall: and 2 weeks after that 28

497

00:54:16.280 --> 00:54:18.589

Cooper City Hall: padding, overall food workshop.

498

00:54:18.740 --> 00:54:20.419

Cooper City Hall: this city commission.

499

00:54:20.620 --> 00:54:22.519

Cooper City Hall: and it's changed since.

500

00:54:22.980 --> 00:54:29.000

Cooper City Hall: gave us certain direction on where they wanted us to march forward with the city's code initiative.

501

00:54:29.010 --> 00:54:30.760

Cooper City Hall: define and certification

502

00:54:31.170 --> 00:54:37.890

Cooper City Hall: in in that prioritization city said that the thoroughfare are very important for the city person.

503

00:54:38.350 --> 00:54:39.560

patient, private.

504

00:54:40.840 --> 00:54:42.530

Cooper City Hall: Our team code enforcement

505

00:54:42.700 --> 00:54:47.680

Cooper City Hall: Marshall 5, started working city's arbor actually to implement that plan

506

00:54:47.980 --> 00:54:58.109

Cooper City Hall: very quickly. We went out there, surveyed all the commercial plazas, worked on a compliance plan to get them into clients, and then now has transition to a maintenance plan

507

00:54:58.430 --> 00:55:02.190

Cooper City Hall: and then started going with the thoroughfare hoas!

508

00:55:02.220 --> 00:55:05.320

Cooper City Hall: I'm a witcher in this room who

509

00:55:05.550 --> 00:55:07.989

Cooper City Hall: address beautification revitalization.

510

00:55:08.530 --> 00:55:09.300

Cooper City Hall: So

511

00:55:10.640 --> 00:55:17.029

Cooper City Hall: the city's arborists was working hand-in-hand with us. The tree issues. We did not handle

512

00:55:17.380 --> 00:55:22.889

Cooper City Hall: cities, arborists with handling those of the expertise needed type use

513

00:55:23.200 --> 00:55:25.619

Cooper City Hall: tree species management, so forth.

514

00:55:25.710 --> 00:55:37.809

Cooper City Hall: So these numbers are low because we are missing that expertise, Captain Hugh, did you, Bonnie? Can I ask a point of clarification. So so Commissioner Green

515

00:55:37.910 --> 00:55:39.800

Cooper City Hall: is talking about

516

00:55:40.150 --> 00:55:51.740

Cooper City Hall: the siting of properties. You he'squiring about what's the amount of pro property owners that have been cited because the trees have gone so far untrained, or or

517

00:55:52.200 --> 00:55:56.069

Cooper City Hall: that they had to be cited. And I think this is important. What he's emphasizing.

518

00:55:56.310 --> 00:56:06.150

Cooper City Hall: There's a difference between calling the city and saying, can Come, trim my trees, they're getting along, and the tree becoming so overgrown that it's apparent it's become a code violation.

519

00:56:06.450 --> 00:56:08.469

Cooper City Hall: and I think

520

00:56:08.600 --> 00:56:16.809

Cooper City Hall: that the amount of trees that have been that have become so overgrown that it's become a code. Violation is probably very few.

521

00:56:18.140 --> 00:56:24.950

Cooper City Hall: That's a difference between you know the the just, the standard calling up public works and saying, Can you come, Trim?

522

00:56:25.210 --> 00:56:40.939

Cooper City Hall: I imagine your code officers would have to see excessive growth. And so to that point, if you categorize, not hat racking and stuff, but just the amount of residents that have been sited, because the trees have become so overgrown. That's apparent from a non-tree expert, the actual code officer.

523

00:56:41.160 --> 00:56:46.969

Cooper City Hall: I don't believe that would be a lot for us. It's not a lot. It could be Commissioner

524

00:56:47.160 --> 00:56:49.709

City one that's live.

525

00:56:51.960 --> 00:57:00.359

I'll see we get to that point. Well, that works, Mike. There's a off-recovery aspect as a proposed for that.

526

00:57:00.380 --> 00:57:06.839

Cooper City Hall: and that would address that. So my to follow up on Commissioner Green. What I would ask is that

527

00:57:07.280 --> 00:57:11.040

Cooper City Hall: if we continue with the system. Now, where public works is

528

00:57:11.350 --> 00:57:18.469

Cooper City Hall:  trimming what they can within their budget. I would ask that prioritization of property

529

00:57:18.880 --> 00:57:21.650

Cooper City Hall: where the trees have become so overgrown

530

00:57:22.330 --> 00:57:29.899

Cooper City Hall: that it warrants the citation for non maintenance. I would ask that that be prioritized higher in the request.

531

00:57:30.380 --> 00:57:36.569

Cooper City Hall: and that probably has what's happened. You know they fall, and it's that bad. They they probably address it where that's probably we don't have a lot of business.

532

00:57:37.380 --> 00:57:39.820

Cooper City Hall: I imagine public works kind of

533

00:57:40.290 --> 00:57:40.950

that

534

00:57:41.500 --> 00:57:42.390

Cooper City Hall: areas

535

00:57:43.630 --> 00:57:46.700

Cooper City Hall: that make any sense. We've never had a

536

00:57:46.990 --> 00:57:50.109

Cooper City Hall: well tree, and you cited for the end of it.

537

00:57:50.530 --> 00:57:55.439

Cooper City Hall: So okay, so that's the question. Like we've never. We've never called Code to have somebody siding.

538

00:57:55.470 --> 00:58:05.889

Cooper City Hall: And and and so, if we had somebody, there would probably be very rare, because that would probably have already been handled by you there. So I would just ask that we formalize kind of what practices and what

539

00:58:06.270 --> 00:58:07.919

Cooper City Hall: Commissioner Green is saying.

540

00:58:08.200 --> 00:58:15.330

Cooper City Hall: Those requests should be prioritized higher within our budget as opposed to just trimming, because you know, regularly

541

00:58:16.170 --> 00:58:19.010

page on it that makes sense.

542

00:58:19.690 --> 00:58:21.140

Cooper City Hall: It would be pretty good.

543

00:58:21.670 --> 00:58:23.390

Cooper City Hall: I'm when I have my money.

544

00:58:24.320 --> 00:58:27.100

Cooper City Hall: Go ahead.

545

00:58:29.150 --> 00:58:31.189

Cooper City Hall: Thank you.

546

00:58:32.040 --> 00:58:33.830

Cooper City Hall: Mr. Manager, how many

547

00:58:34.480 --> 00:58:37.519

Cooper City Hall: communities will be working for here approximately?

548

00:58:39.370 --> 00:58:41.270

Cooper City Hall: And what was the practice of this?

549

00:58:56.680 --> 00:58:58.639

Cooper City Hall: So obviously? That's not it

550

00:58:58.700 --> 00:58:59.900

Cooper City Hall: statistical.

551

00:58:59.970 --> 00:59:02.840

Cooper City Hall: But in your case. And and I'm hearing you

552

00:59:07.060 --> 00:59:09.260

Cooper City Hall: arrow sidewalks or

553

00:59:10.830 --> 00:59:11.570

okay.

554

00:59:11.980 --> 00:59:14.140

Cooper City Hall: No, I understand.

555

00:59:14.400 --> 00:59:16.570

Cooper City Hall: No, that's interesting. It.

556

00:59:17.650 --> 00:59:27.149

Cooper City Hall: And I know we have a tradition here, you know. II respect that 900 but we're kind of outside form of

557

00:59:27.850 --> 00:59:30.280

people's pretty easy. I do

558

00:59:30.960 --> 00:59:32.939

Cooper City Hall: echo what Router said.

559

00:59:34.060 --> 00:59:34.860

Start.

560

00:59:35.170 --> 00:59:42.900

Cooper City Hall: we have to make it the city. Honestly, the city is just a bucket of all around. We're paying for it one way or another.

561

00:59:43.000 --> 00:59:45.020

Cooper City Hall: but our taxes are going to go up significantly.

562

00:59:46.530 --> 00:59:49.320

Cooper City Hall: If the city has to do this. the way around it.

563

00:59:49.710 --> 00:59:56.010

Cooper City Hall:  What I am asking is I you know. I've heard in instances from my colleagues of

564

00:59:56.050 --> 00:59:59.440

Cooper City Hall: situations where there may be a hardship

565

00:59:59.640 --> 01:00:01.490

Cooper City Hall: in paying for it

566

01:00:01.590 --> 01:00:05.990

Cooper City Hall: free updates, and in those kinds of cases there is precedent

567

01:00:06.420 --> 01:00:07.400

out this time.

568

01:00:08.970 --> 01:00:10.720

Support residents

569

01:00:10.900 --> 01:00:13.119

Cooper City Hall: demonstrate the application.

570

01:00:13.250 --> 01:00:16.270

They would like it financial.

571

01:00:16.470 --> 01:00:20.100

Cooper City Hall: But to to show that instead of being a fund, it would just be.

572

01:00:20.800 --> 01:00:21.550

You know.

573

01:00:21.770 --> 01:00:27.770

Cooper City Hall: they would be on the list of public books from those trees versus an outside priority.

574

01:00:28.160 --> 01:00:31.259

Cooper City Hall: Right? So I'm wondering if maybe the condition

575

01:00:32.460 --> 01:00:43.949

Cooper City Hall: that where limited instances where there's a bigger hardship that we would support our residents. But II as much as I would love to have my trees required, too. It's just

576

01:00:45.700 --> 01:00:48.150

Cooper City Hall: I know it's gonna happen. And then we're gonna

577

01:00:48.550 --> 01:00:52.880

Cooper City Hall: fortunately the only solution is we would have to raise the millage so much that

578

01:00:53.350 --> 01:00:59.709

Cooper City Hall: it would be a hindrance that way. Correct. So we collect like 2020,

579

01:01:00.370 --> 01:01:02.329

Cooper City Hall: 1, 20 million and

580

01:01:03.060 --> 01:01:05.940

Cooper City Hall: millage property package and about 26 on.

581

01:01:05.980 --> 01:01:07.299

Cooper City Hall: So it's not like

582

01:01:07.480 --> 01:01:14.289

Cooper City Hall: select 20 million. And you know. So just think of all the other avenues of expendable income, is it

583

01:01:14.590 --> 01:01:17.560

Cooper City Hall: there? Unless you kind of start assessing directly.

584

01:01:18.120 --> 01:01:18.840

Cooper City Hall: So

585

01:01:19.250 --> 01:01:28.389

Cooper City Hall: II mean, I've heard everything. II am convinced that what we did 2 years ago with bright vintage, we should educate

586

01:01:28.940 --> 01:01:32.210

Cooper City Hall: a little more, a little better, no doubt about it.

587

01:01:33.750 --> 01:01:38.989

Cooper City Hall: What Commissioner Shrouder was saying I wholeheartedly agree with to a certain degree.

588

01:01:39.430 --> 01:01:44.130

Cooper City Hall: and that is, when you start taking over.

589

01:01:44.420 --> 01:01:48.490

Cooper City Hall: And and you said that start taking over the

590

01:01:49.010 --> 01:01:52.160

Cooper City Hall: work that the people don't do, we're enabled.

591

01:01:52.590 --> 01:01:54.319

Cooper City Hall: and I will not be in an agent.

592

01:01:54.890 --> 01:01:58.060

Cooper City Hall: And what I ask for

593

01:01:58.290 --> 01:02:02.279

Cooper City Hall: as being part of Cooper City is nothing more than

594

01:02:02.300 --> 01:02:04.749

Cooper City Hall: you're gonna pay your fair share one way or another.

595

01:02:04.870 --> 01:02:10.929

Cooper City Hall: and the one way scare tactic by commission. Melosie is. Oh, my God, it's gonna be $3,000! Oh.

596

01:02:11.170 --> 01:02:13.750

Cooper City Hall: because when you get all your trees cut

597

01:02:14.490 --> 01:02:21.630

Cooper City Hall: it may be a total of 3,000. But divide that by the 10 or 20 trees that you have that are being cut.

598

01:02:21.940 --> 01:02:22.830

Cooper City Hall: trimmed.

599

01:02:22.970 --> 01:02:25.749

Cooper City Hall: and it really doesn't come out to very much.

600

01:02:26.040 --> 01:02:28.299

Cooper City Hall: But if you raise the millage

601

01:02:28.690 --> 01:02:31.290

Cooper City Hall: we're talking significant amount.

602

01:02:32.170 --> 01:02:36.339

Cooper City Hall: then it's going to be coming out of your pocket, and

603

01:02:37.020 --> 01:02:42.719

Cooper City Hall: we will be responsible for doing it, and then might not be done to your satisfaction.

604

01:02:43.030 --> 01:02:48.589

Cooper City Hall: and I found that a lot of times the city is held for whatever reason, to a higher stand.

605

01:02:48.940 --> 01:02:50.989

Cooper City Hall: Then they would hold

606

01:02:51.140 --> 01:02:53.730

Cooper City Hall: themselves to. So

607

01:02:53.890 --> 01:03:01.590

Cooper City Hall: I believe that the Green Board number one to be asked to do what they did 7 years ago, and count

608

01:03:01.720 --> 01:03:05.240

Cooper City Hall: the trees and the sides as well, so that we know what we have.

609

01:03:05.390 --> 01:03:09.180

Cooper City Hall: And I think it is a good idea. And again.

610

01:03:09.240 --> 01:03:13.729

Cooper City Hall: we need to set criteria if we're going to start with hardship.

611

01:03:13.850 --> 01:03:18.620

Cooper City Hall: But I think the green board can be of of asset to us.

612

01:03:18.660 --> 01:03:21.879

Cooper City Hall: and ask it to us in in doing that

613

01:03:22.160 --> 01:03:25.710

Cooper City Hall: merely a hardship of I don't have the money.

614

01:03:25.890 --> 01:03:28.620

Cooper City Hall: Now we're getting into. You have to show me everything.

615

01:03:28.770 --> 01:03:31.530

Cooper City Hall: I don't want to get into

616

01:03:31.980 --> 01:03:37.069

Cooper City Hall: business, but in the next breath I don't want to be paying for something that we shouldn't.

617

01:03:37.730 --> 01:03:41.650

Cooper City Hall: And then the hardship is well, I'm old

618

01:03:41.890 --> 01:03:44.480

Cooper City Hall: or well, I'm disabled. Or

619

01:03:44.570 --> 01:03:50.830

Cooper City Hall: the problem is, there are a lot of excuse, and I'd rather see everyone coming together

620

01:03:50.920 --> 01:03:56.049

Cooper City Hall: by saying, You know what it's a tree and half the trees out there

621

01:03:56.080 --> 01:04:01.110

Cooper City Hall: that are on the soil were planted by the owners of the property.

622

01:04:02.350 --> 01:04:03.350

Cooper City Hall: So

623

01:04:03.580 --> 01:04:10.009

Cooper City Hall: we have to take. We have to take. I'm sorry you don't mind if I finish. I didn't interrupt.

624

01:04:10.450 --> 01:04:11.250

Cooper City Hall: So

625

01:04:12.580 --> 01:04:19.020

Cooper City Hall: the trees that are on the swell, and and again we have to talk differently if you will, about hoas

626

01:04:19.410 --> 01:04:21.330

Cooper City Hall: and the city itself.

627

01:04:21.700 --> 01:04:29.509

Cooper City Hall: Hoas! You all know that we pay. I pay. I'm part of an Hoa, and I pay, and they do come and trim the trade.

628

01:04:29.600 --> 01:04:33.010

Cooper City Hall: They do it. How I like gotta be honest, not

629

01:04:33.290 --> 01:04:39.720

Cooper City Hall: to where I'm satisfied. But do I have any say? And I want to come back at that.

630

01:04:39.730 --> 01:04:43.400

Cooper City Hall: because it's part of being a part of a neighborhood

631

01:04:43.440 --> 01:04:47.079

Cooper City Hall: being part of a community where we're asked.

632

01:04:47.250 --> 01:04:53.430

Cooper City Hall: and again due to trim trees on the swell. And there, there really aren't that many

633

01:04:53.540 --> 01:04:54.270

a

634

01:04:54.470 --> 01:04:55.200

Cooper City Hall: you

635

01:04:55.320 --> 01:05:04.940

Cooper City Hall: to trim, or as often as they, you know, are to be trimmed? I don't think it's asking very much, because I think right again, Commissioner Charter.

636

01:05:05.060 --> 01:05:08.520

Cooper City Hall: we don't ask you to cut you grasp than anyone.

637

01:05:09.080 --> 01:05:16.190

Cooper City Hall: So I I'm of the opinion I have no difficulties in in hearing.

638

01:05:17.250 --> 01:05:25.690

Cooper City Hall: you know the hardships in in in doing to better education, but I'm not into enabling I'm not into changing

639

01:05:25.930 --> 01:05:28.800

Cooper City Hall: the the ordinance at all. Point.

640

01:05:29.070 --> 01:05:38.020

Cooper City Hall: Thank you, Mayor. So

641

01:05:38.170 --> 01:05:53.380

Cooper City Hall: I think what I don't want is what what lost by what happened? B. Giovanni said that when we had the off the arborist. He was certified. We had some specialty

642

01:05:53.490 --> 01:06:03.869

Cooper City Hall: working alongside Pso. That that individual was able to identify what trees were large, excessively large, needed to

643

01:06:03.900 --> 01:06:06.939

Cooper City Hall: come into compliance. And what trees weren't

644

01:06:07.510 --> 01:06:08.310

Cooper City Hall: that

645

01:06:08.420 --> 01:06:14.019

Cooper City Hall: what I heard you say, Captain, was that we were on that you had completed?

646

01:06:14.500 --> 01:06:22.599

Cooper City Hall: for all of the commercial properties. And then you all were taking the steps along with the arborist to identify residential

647

01:06:22.620 --> 01:06:31.229

Cooper City Hall: trees in the swell areas that may have to be client. So is that what I heard you say when you were talking earlier?

648

01:06:31.340 --> 01:06:38.360

Cooper City Hall: Correct, Commissioner? I could just point out that that's Number 4 on the staff recommendations.

649

01:06:38.460 --> 01:06:42.460

Cooper City Hall: So you know, I'm of the opinion that.

650

01:06:43.670 --> 01:06:47.099

Cooper City Hall: And I hear what you're saying, Mayor Ross, that they will.

651

01:06:47.200 --> 01:06:51.100

Cooper City Hall: Let's let's ask the Green Advisory Board

652

01:06:51.180 --> 01:06:55.209

Cooper City Hall: account, counting the number, please. But unless the Green Advisory Board

653

01:06:55.240 --> 01:07:07.249

Cooper City Hall: as a certified, certified arborist that's working in a volunteer capacity on the Green Advisory Board. Who can deliver that expertise

654

01:07:07.440 --> 01:07:16.029

Cooper City Hall: at the end of the day? We're still not going to know, though the number of trees that could be out. So out of compliance

655

01:07:16.310 --> 01:07:17.910

Cooper City Hall: terms of our ordinance.

656

01:07:19.550 --> 01:07:23.919

Cooper City Hall: perhaps we need to consider, maybe bringing back the arborist position.

657

01:07:24.160 --> 01:07:27.319

Cooper City Hall: If at first, as a part-time position

658

01:07:27.410 --> 01:07:30.079

Cooper City Hall: to help be so to us to determine.

659

01:07:30.320 --> 01:07:35.900

Cooper City Hall: Where are we? Exactly in terms of the number of trees

660

01:07:36.360 --> 01:07:37.849

Cooper City Hall: in Cooper City

661

01:07:38.540 --> 01:07:53.409

Cooper City Hall: that in areas where it is egregious where we can say, you know, we've had a sur certified tree arbore arbor arborist to come in to determine. Here are the number of trees. That's impacted.

662

01:07:53.480 --> 01:07:58.889

Cooper City Hall: Here is what it that we that we know if something is not done.

663

01:07:58.930 --> 01:08:17.189

Cooper City Hall: It can create a financial hardship. On the residents. Folks, this year, last couple of years things have gone up by probably 17%, our. So our our so our resident, are paying a higher price you all are paying. We're all paying more

664

01:08:17.300 --> 01:08:19.029

Cooper City Hall: for everything that we do.

665

01:08:19.380 --> 01:08:38.740

Cooper City Hall: and so II certainly am not looking to add to your add to your burdens, I understand, but my colleagues are add, and I agree with that in terms of Hey, look, there's not, you know, we're operating on a very small budget as well. And so we have to make sure that we're maximizing

666

01:08:39.029 --> 01:08:40.459

Cooper City Hall: what we have

667

01:08:40.750 --> 01:08:44.079

Cooper City Hall: to work with. But there, I think that

668

01:08:44.470 --> 01:08:47.720

Cooper City Hall: we can accomplish what we need to accomplish

669

01:08:48.790 --> 01:08:56.470

Cooper City Hall: the the city and the residents working together. But if we can identify, we had that part time person that can

670

01:08:56.500 --> 01:09:07.450

Cooper City Hall: identify the number of trees, because it may come back after the arborist says, Hey, look! Here's a number of trees that we've identified, that we need to address

671

01:09:07.760 --> 01:09:19.199

Cooper City Hall: right? So we can have the education to our residents. We can have that number, we can tell the the folks, hey, look! We, we have set aside X amount of dollars. We recognize that

672

01:09:19.260 --> 01:09:32.669

Cooper City Hall: that where we are as a nation, as a city in terms of the the finances, we recognize that we want to work with you. But we, you know, here's what we can do. But we're going to ask that you be willing to meet us halfway.

673

01:09:32.899 --> 01:09:39.060

Cooper City Hall: So I just I wanna kind of I wanna throw that out there because I don't want the the residents to go away with.

674

01:09:39.649 --> 01:09:43.519

Cooper City Hall:  this is all on you.

675

01:09:43.700 --> 01:09:44.850

Cooper City Hall: When

676

01:09:44.910 --> 01:09:47.359

Cooper City Hall: we are in this together

677

01:09:47.490 --> 01:09:56.439

Cooper City Hall: there has to be a solution that we can come up with may not be the best. We may not agree to it. We may not be happy with all parts of it. You may not be happy with all parts.

678

01:09:56.650 --> 01:09:57.840

It's a happy meeting.

679

01:09:58.520 --> 01:09:59.420

Cooper City Hall: that's all, I have

680

01:09:59.580 --> 01:10:00.710

drug falls.

681

01:10:01.720 --> 01:10:05.160

Cooper City Hall: you know. I think our practice, if we

682

01:10:06.010 --> 01:10:09.999

Cooper City Hall: articulated correctly, not far off, of having to be doing. And

683

01:10:10.110 --> 01:10:11.080

Cooper City Hall: so

684

01:10:11.380 --> 01:10:19.140

Cooper City Hall: what and I wanna take out the discussion about arborists because that's another conversation we definitely need to resolve out.

685

01:10:19.160 --> 01:10:20.570

Cooper City Hall: I mean, I know, but

686

01:10:20.600 --> 01:10:23.800

Cooper City Hall: that we definitely need resolve how we're gonna accomplish the work that you've done

687

01:10:23.920 --> 01:10:25.640

Cooper City Hall: for sure, without a doubt. Right?

688

01:10:25.680 --> 01:10:38.479

Cooper City Hall: Because I don't think either one of these gentlemen believe that they are certified enough to handle those opportunities. And if I could just say, Commissioner, not to interrupt you, but it's not just my team. It's also public for billing department.

689

01:10:38.580 --> 01:10:41.139

Cooper City Hall: as all ethos like that. Actually.

690

01:10:42.370 --> 01:10:50.819

Cooper City Hall: somebody has to do it. We know that. But we gotta figure that portion out with regard to our our ordinance and our obligations.

691

01:10:51.490 --> 01:10:53.960

Cooper City Hall: So if we tell the residents, hey, it's your job.

692

01:10:54.170 --> 01:11:00.789

Cooper City Hall: gonna do it. We do it when when we want for aesthetics. Then what do we now see? Now we see the resonant come in. They whack the tree.

693

01:11:00.870 --> 01:11:02.720

Cooper City Hall: and they say, Hey, you fool me! It's my job.

694

01:11:02.980 --> 01:11:17.859

Cooper City Hall: and that's now a code deal right. Nope, you can't have right? So it's it's just a lack of education that we have to get out there. Yes, you're required to maintain. No, you're not allowed to just remove it right and just remove it at. That's not we said. You gotta maintain it within the within the code.

695

01:11:18.100 --> 01:11:27.179

Cooper City Hall: If you want to remove it, it doesn't fall under the under the wall where it's on private property. So it's just the spreadsheet. It's breaking it down. And hey.

696

01:11:27.230 --> 01:11:34.900

Cooper City Hall: if you want us to do this, we spend X amount a year. We do X amount a year, and here is how we prioritize that.

697

01:11:35.090 --> 01:11:40.210

Cooper City Hall: And I would love for there to be some type of form that is submitted

698

01:11:40.280 --> 01:11:53.420

Cooper City Hall: on the public works portion of that. So it's tracked. And and so I imagine if I'm dedicating either a crew or a contractor, say 500,000 a year, forget

699

01:11:53.480 --> 01:12:05.360

Cooper City Hall: we're gonna first. Tell Mr. Fleming you're going to prioritize the ones. We must gonna be city owned non right-of-ways, like the main thoroughbred. You're gonna prioritize the hass or all these things. And what you have left.

700

01:12:05.600 --> 01:12:09.780

Cooper City Hall: You're going to go and target these other areas, I think, under our current framework.

701

01:12:09.800 --> 01:12:12.499

Cooper City Hall: we get to most of ones that are

702

01:12:12.940 --> 01:12:21.209

Cooper City Hall: so bad that they would become sidable, so to say. So, there's a difference between your obligation to maintain something becoming so bad at excitable right.

703

01:12:21.440 --> 01:12:31.749

Cooper City Hall: We we agree on it. So I think what we have, all these little parts of what we've been doing is is the right thing to do. The only thing we haven't done is

704

01:12:33.130 --> 01:12:39.289

Cooper City Hall: educated, and as a person who has not lived many other places besides. Here

705

01:12:39.450 --> 01:12:50.300

Cooper City Hall: I assume that most cities did what we did. and that's really not how, how it's done. Mostly it's on you, and I would call if you told me

706

01:12:50.970 --> 01:12:55.050

Cooper City Hall: the thing to be trim my call. Say, hey! Cheers to do, I mean. I remember somebody came and

707

01:12:55.240 --> 01:13:11.610

Cooper City Hall: neighbor no longer. Neighbor cut my tree. I was so mad at the lawyer. Me when I was out of town. I have it on my my ring, camera, pat, rack my thing. And I went and looked up every legal thing what I could do. And I'm like, and that's the only reason why I finally understand this is that realize I can't put an on the property. But I'm required to maintain it.

708

01:13:11.930 --> 01:13:13.390

Cooper City Hall: you know. So

709

01:13:13.690 --> 01:13:17.629

Cooper City Hall: at the end of the day I think we should tell a residence, a resonance.

710

01:13:18.170 --> 01:13:33.970

Cooper City Hall: Legally, you're required to maintain it, and that requirement means within our rules, no hat racking, no removal without permission, you know. Regular maintenance. Here's a standard, it should say. I don't know what the ft thing is, but they should know. If you're gonna hire somebody they gotta cut it within.

711

01:13:34.260 --> 01:13:36.020

Cooper City Hall: However, what's the height? They gotta cut it

712

01:13:37.030 --> 01:13:54.250

Cooper City Hall: port. It's 14 and a half, or we're taking it to 15 to 17. What whatever we could say we recommend. But you gotta do within that. And people know what they have. If they hire someone to do it, whatever and if you have someone who comes in and hat racks this tree, you're gonna be cited. Okay, can't rack it. You have to follow this.

713

01:13:54.890 --> 01:14:02.510

Cooper City Hall: however, from a policy standpoint, the city does designates X amount, or so much money a year to go ahead and cap these.

714

01:14:02.690 --> 01:14:17.390

Cooper City Hall: you could go ahead and submit a request on online, and we will prioritize that if we thing come out and do that. And you know, if Mr. Fleming gets 15 on one block he'll probably come hit that block, but if he gets one that's kind of you know, not there.

715

01:14:17.550 --> 01:14:25.300

Cooper City Hall: and he's not going to set up a crew to come, you know. Take off a couple limbs, and I tell you people get specific. I've been out there and they're like.

716

01:14:25.590 --> 01:14:44.770

Cooper City Hall: you know, it's not as easy as just trim and tree, you know. Somewhat more, Commissioner Malaysia said. Some people think it's too too tall, and it could blow over and right and it

maybe it's healthy and it can't. You know you have people that want to. So we have to be very orderly in in this process, and I think we have to not go through the system

717

01:14:45.140 --> 01:14:46.870

Cooper City Hall: request. Let people know

718

01:14:47.310 --> 01:14:56.649

Cooper City Hall: it may take you the next budget seat that important might want to do it. And if it gets to the point where it's sidable, you're gonna be citing these, probably

719

01:14:57.370 --> 01:15:01.230

Cooper City Hall: something to that effect. If that makes sense. I think it's an education, what we currently have.

720

01:15:01.500 --> 01:15:06.829

Cooper City Hall: And I think that would prevent what Green spoke about. I don't think anybody's gonna actually be cited

721

01:15:06.850 --> 01:15:08.840

Cooper City Hall: failure to maintain these hardships.

722

01:15:09.230 --> 01:15:13.389

Cooper City Hall: you know, cause I think you have enough room and expression probably would have got for that.

723

01:15:16.500 --> 01:15:17.550

Cooper City Hall: I just wanna

724

01:15:17.920 --> 01:15:18.900

find everybody.

725

01:15:20.320 --> 01:15:23.460

Cooper City Hall: Yes, it will be so. I'm hoping we can summarize.

726

01:15:24.350 --> 01:15:25.719

Cooper City Hall: I think.

727

01:15:27.440 --> 01:15:28.840

as it is now

728

01:15:30.220 --> 01:15:32.459

website. And I'm asking for

729

01:15:33.850 --> 01:15:35.280

Cooper City Hall: yes, sure

730

01:15:36.290 --> 01:15:40.399

Cooper City Hall: that the code and I think that the highlights that were reflected are.

731

01:15:53.540 --> 01:15:54.230

I only

732

01:15:56.420 --> 01:15:58.199

really have an arborist

733

01:16:00.740 --> 01:16:01.530

find that

734

01:16:02.240 --> 01:16:11.079

Cooper City Hall:  go back to

735

01:16:12.250 --> 01:16:15.260

already. Otherwise. right?

736

01:16:15.590 --> 01:16:16.779

Cooper City Hall: Is there a reason

737

01:16:16.980 --> 01:16:18.110

place harvest.

738

01:16:20.820 --> 01:16:21.660

I would like to.

739

01:16:22.160 --> 01:16:24.079

Cooper City Hall: No, it wasn't

740

01:16:24.430 --> 01:16:25.549

Cooper City Hall: It was

741

01:16:25.580 --> 01:16:27.320

Cooper City Hall: probably just reconstruction.

742

01:16:27.870 --> 01:16:33.689

Cooper City Hall: and I can tell you why. So for many years and arborists was capable.

743

01:16:33.820 --> 01:16:35.130

Cooper City Hall: Well.

744

01:16:35.680 --> 01:16:42.589

Cooper City Hall: after the passage of the State law which allowed you to remove almost any property you wanted on your personal property without a permit.

745

01:16:43.130 --> 01:16:54.519

Cooper City Hall: you? Essentially, there's there wasn't a need for an harvest. So now the trimming of trees doesn't harbor that that's not so. That trimming thing doesn't harvest. The harvest is a separate thing on the

746

01:16:54.710 --> 01:16:58.279

Cooper City Hall: we have within the day. There is 3 trimmers license out there

747

01:16:58.320 --> 01:16:59.660

Cooper City Hall: that our guys get.

748

01:16:59.680 --> 01:17:08.889

Cooper City Hall: That's a lot lower. And then you don't need the arbors for that. Now you know the issue with coming separate thing, with, you know, reading plans and all that, that's a different special.

749

01:17:08.930 --> 01:17:11.569

Cooper City Hall: But on this on that topic. You don't need an arborism.

750

01:17:11.600 --> 01:17:15.069

Cooper City Hall: I was gonna suggest, perhaps

751

01:17:15.540 --> 01:17:17.310

Cooper City Hall: not not a next area.

752

01:17:17.490 --> 01:17:18.260

Cooper City Hall: Pardon me

753

01:17:19.250 --> 01:17:20.150

next, please.

754

01:17:20.910 --> 01:17:22.850

Cooper City Hall: affected Asian.

755

01:17:23.920 --> 01:17:32.320

Cooper City Hall: That's if once once we get into that subject, that's what I was gonna suggest, not just an arbor, because an arborist does not oversee

756

01:17:32.730 --> 01:17:35.100

Cooper City Hall: site plans or landscape.

757

01:17:36.100 --> 01:17:42.750

Cooper City Hall: You need a you need a landscape. Architect is actually certified.

758

01:17:42.960 --> 01:17:45.049

Cooper City Hall: Oh, so that that's okay.

759

01:17:46.130 --> 01:17:47.790

Cooper City Hall: but not for tree terminology.

760

01:17:48.290 --> 01:18:01.260

Cooper City Hall: That person would be able.

761

01:18:01.350 --> 01:18:08.269

Cooper City Hall: A lot of those plazas are. I don't wanna say it stands filled. We've made a lot of progress

762

01:18:08.590 --> 01:18:11.079

site plan portion with trees.

763

01:18:11.810 --> 01:18:13.660

Cooper City Hall: bushes, and things that are missing

764

01:18:14.030 --> 01:18:21.750

expertise. And then for Mr. Vega, the department, too. He does use that. These ports like

765

01:18:22.950 --> 01:18:25.229

development, city development, awesome

766

01:18:26.510 --> 01:18:28.500

fun. other.

767

01:18:31.550 --> 01:18:37.399

Cooper City Hall: But the code has written, and that's and that's that's a dense topic. And the reason why you need it for the commercials, because that's they logged in upon it.

768

01:18:37.900 --> 01:18:46.139

Cooper City Hall: You know, the commercial standards still have. You know, you have to go. If you want to move commercial, they're gonna have approved from the city. Yes, we're gonna need somebody to do that person.

769

01:18:46.710 --> 01:18:52.719

Cooper City Hall: But back to the tree trimming. If we want to add one more element. If we're talking about tree trimming on

770

01:18:52.740 --> 01:18:55.130

Cooper City Hall: video and right-of-ways, budding property

771

01:18:55.300 --> 01:18:56.310

Cooper City Hall: thing that

772

01:18:56.370 --> 01:18:59.499

Cooper City Hall: they're seeking clarification on the rear.

773

01:19:00.580 --> 01:19:04.499

Cooper City Hall: And that's something we need to address. Does

774

01:19:05.410 --> 01:19:07.950

Cooper City Hall: several H ways are.

775

01:19:09.590 --> 01:19:16.270

Cooper City Hall: There's some people are saying that the interpretation is that outside the community, even though they bought it rare that they have to maintain

776

01:19:16.890 --> 01:19:22.650

Cooper City Hall: the code as written to me, is clear that it's not the rhythm and the code.

777

01:19:22.820 --> 01:19:24.489

Cooper City Hall: If front and side.

778

01:19:24.540 --> 01:19:26.969

Cooper City Hall: then it says the city may.

779

01:19:27.290 --> 01:19:39.990

Cooper City Hall: So II believe when they did that they just talk like to me, hey? We should probably do the rear. We don't want to say it because we don't want the application, but we aren't mandating in there like in the ordinance. It does not say

780

01:19:40.080 --> 01:19:41.759

Cooper City Hall: you have to maintain your rear.

781

01:19:42.990 --> 01:19:48.779

Cooper City Hall: and and and I think it probably shouldn't, because you'd have the argument with the people. Not only sleep but the walls.

782

01:19:48.910 --> 01:19:53.620

Cooper City Hall: So if you live on Pine Island and you got to pressure me in the back of your wall. Well, you're like, well, how am I gonna get back to

783

01:19:53.650 --> 01:20:00.979

Cooper City Hall: now? I'm gonna get my bar and drive with a water tank. And and so I think that the ordinance I think it's clear.

784

01:20:01.240 --> 01:20:03.449

Cooper City Hall: I would ask what language that would add

785

01:20:03.710 --> 01:20:05.819

Cooper City Hall: more clear if this initial one?

786

01:20:06.130 --> 01:20:06.810

Bye, bye.

787

01:20:09.110 --> 01:20:09.890

thank you.

788

01:20:13.960 --> 01:20:16.840

Cooper City Hall: I don't believe you can. We can cite the property.

789

01:20:16.970 --> 01:20:18.340

Cooper City Hall: Now you're on minimum wage.

790

01:20:19.700 --> 01:20:20.630

Cooper City Hall: applauding

791

01:20:22.130 --> 01:20:27.760

Cooper City Hall: point of point of information. In the past the city

792

01:20:27.960 --> 01:20:33.580

Cooper City Hall: used to be the ones to maintain those areas. I don't know when it stopped.

793

01:20:33.760 --> 01:20:39.130

Cooper City Hall: but we used to have. And, Tim, you should be able to at least have our people go and and power wash, and then

794

01:20:39.750 --> 01:20:43.080

Cooper City Hall: the the sidewalks that were not.

795

01:20:44.110 --> 01:20:48.889

Cooper City Hall: I'm going to do a rolling springs over there because they were not part of

796

01:20:49.090 --> 01:21:00.900

Cooper City Hall: this person's home. It was outside of the community. I have an H. OA. The H. O's. But there lies the it's a button. The age owing property

797

01:21:02.190 --> 01:21:07.889

Cooper City Hall: question is, from a policy standpoint the way I would read it. It doesn't mandate that they

798

01:21:08.560 --> 01:21:12.970

Cooper City Hall: that is, this front and sides same thing as the practices that's also done the rear.

799

01:21:13.220 --> 01:21:16.910

Cooper City Hall: but coded. As an issue citing. So you're on Mingo.

800

01:21:17.020 --> 01:21:23.020

Cooper City Hall: and you look at the trees abutting the green Comingocanos green onings

801

01:21:23.970 --> 01:21:25.670

Cooper City Hall: across from Archbishop Mccarthy.

802

01:21:25.690 --> 01:21:35.560

Cooper City Hall: What is that phase? 3 or 5, 4, 5. The green one. Right. The trees. There

803

01:21:36.290 --> 01:21:43.000

Cooper City Hall: the trees are probably could be sited. They're that bad. They're like they, they they slow, they're almost touching the ground.

804

01:21:43.060 --> 01:21:44.299

Cooper City Hall: The question is.

805

01:21:44.650 --> 01:21:50.499

Cooper City Hall: that's outside of the each way, at least each way. But obviously they have, you know they're budding around, but

806

01:21:50.680 --> 01:21:56.869

Cooper City Hall: they would deem that to be the rear, the rear of their property. Would we be maintaining my opinion, should

807

01:21:59.770 --> 01:22:06.509

Cooper City Hall: well, wait. Can I do the code? It says that they're required to do the front side point of information on that. Okay.

808

01:22:06.660 --> 01:22:07.830

Cooper City Hall: perpendicular.

809

01:22:08.120 --> 01:22:12.879

Cooper City Hall: It was not the point of information. Make sure that it's added

810

01:22:14.020 --> 01:22:17.160

Cooper City Hall: it wasn't. It was accurate. I was here.

811

01:22:21.770 --> 01:22:24.050

Cooper City Hall: My question is

812

01:22:25.720 --> 01:22:37.499

Cooper City Hall: on the ho! That you're talking about. Who owns that property, that the trees are on city property.

813

01:22:37.610 --> 01:22:38.930

Cooper City Hall: sterling roads.

814

01:22:39.410 --> 01:22:41.710

Cooper City Hall: Commune gardens, and sterling all

815

01:22:41.950 --> 01:22:43.670

Cooper City Hall: all along Sterling Road.

816

01:22:44.260 --> 01:22:46.360

Cooper City Hall: and for city residents back up

817

01:22:47.040 --> 01:22:48.960

Cooper City Hall: the hedge maintained.

818

01:22:49.220 --> 01:22:53.749

Cooper City Hall: There's a sidewalk city, I imagine. Perfectly. That's our side. That's our head.

819

01:22:54.220 --> 01:22:56.400

Cooper City Hall: Yeah, but it's on their their kind of

820

01:22:56.410 --> 01:23:03.790

Cooper City Hall: well, it's on the back side. But we have a landscape. Okay, it'd be same thing if we own the land all the right away, but they abutted it.

821

01:23:03.920 --> 01:23:06.810

Cooper City Hall: So same thing with the sidewalk right there. It's

822

01:23:06.950 --> 01:23:07.740

you know.

823

01:23:08.080 --> 01:23:09.500

Cooper City Hall: they're putting sidewalk

824

01:23:09.690 --> 01:23:14.590

Cooper City Hall: who maintains the abutting side. More than so. I would say that we should paint

825

01:23:15.100 --> 01:23:16.710

Cooper City Hall: so as to ask the Resident.

826

01:23:16.740 --> 01:23:21.450

Cooper City Hall: They can't. Even some of them can't even get back, or they have to get in the car. And how would you come over and do it.

827

01:23:21.550 --> 01:23:26.100

Cooper City Hall: and I think that's the same thing with you know. All these needs are there.

828

01:23:26.340 --> 01:23:30.330

Cooper City Hall: Every thoroughfare is is abutted by private property itself.

829

01:23:31.370 --> 01:23:33.099

Cooper City Hall: I think we should

830

01:23:33.520 --> 01:23:36.410

Cooper City Hall: any time. each ways.

831

01:23:37.040 --> 01:23:39.380

Cooper City Hall: That's the more that we entering.

832

01:23:40.070 --> 01:23:41.819

and by analogy.

833

01:23:42.690 --> 01:23:45.010

Cooper City Hall: on average folder.

834

01:23:45.290 --> 01:23:47.900

Benjamin. like

835

01:23:49.890 --> 01:23:58.179

Cooper City Hall: fences, are not discussed. But but I wouldn't be opposed to that. But in here it does say that they're required to maintain the front side. So

836

01:23:58.370 --> 01:24:00.570

Cooper City Hall: I would say the fact. He doesn't say rear

837

01:24:00.880 --> 01:24:02.830

Cooper City Hall: would mean that they purposely

838

01:24:02.950 --> 01:24:09.770

Cooper City Hall: didn't want to put that obligation right, although I think that perhaps a distinction would

839

01:24:09.830 --> 01:24:15.340

Cooper City Hall: on when via budding property, if you're dealing with the rear would come into play.

840

01:24:15.420 --> 01:24:26.490

Cooper City Hall: so there could be H. Oas, just for clarification that there might be a developmental order for their original site Plan development where they have a file declaration of it that might

841

01:24:26.810 --> 01:24:28.730

Cooper City Hall: specify that they have

842

01:24:29.260 --> 01:24:30.000

area.

843

01:24:30.420 --> 01:24:33.520

Cooper City Hall: But apart from that, like Palm Avenue, there that you said

844

01:24:33.550 --> 01:24:35.720

Cooper City Hall: when you're dealing with individual residents.

845

01:24:36.400 --> 01:24:39.050

Cooper City Hall: For city staff, it probably would be helpful.

846

01:24:39.750 --> 01:24:44.780

clarifies when they are responsible, and what the city is for the rear. Aye.

847

01:24:44.890 --> 01:24:46.660

Cooper City Hall: if the city wants the residents

848

01:24:46.910 --> 01:24:47.760

here.

849

01:24:47.880 --> 01:24:53.320

Cooper City Hall: certainly the prerogative, our recommendation would be for at least my recommendation.

850

01:24:53.710 --> 01:24:55.909

Cooper City Hall: I don't want to speak up public works

851

01:24:56.300 --> 01:24:57.070

the

852

01:24:57.440 --> 01:24:59.689

Cooper City Hall: rear of butts or girl

853

01:25:00.390 --> 01:25:03.650

plays into the beautification by the nation. Strategy.

854

01:25:04.310 --> 01:25:08.500

Cooper City Hall: If you have individual property, owner changes aspect of that

855

01:25:08.580 --> 01:25:09.590

not going to have.

856

01:25:10.630 --> 01:25:12.809

Cooper City Hall: it's also dangerous for residents

857

01:25:13.280 --> 01:25:15.560

out work area without.

858

01:25:17.660 --> 01:25:22.189

Cooper City Hall: So there might be a place where you want to find where cities

859

01:25:22.670 --> 01:25:24.749

here, whether it's going to be

860

01:25:25.150 --> 01:25:27.449

Cooper City Hall: sidewalks forward.

861

01:25:27.700 --> 01:25:29.859

Cooper City Hall: and then also the community wall

862

01:25:31.000 --> 01:25:35.799

Cooper City Hall: after our staff, who talked about that, some of those areas we see, some cities that are actually

863

01:25:36.870 --> 01:25:40.550

Cooper City Hall: yes, panic dealing with other fences, or

864

01:25:40.940 --> 01:25:44.890

Cooper City Hall: lack of a edge, where you actually create and design

865

01:25:44.960 --> 01:25:46.250

Cooper City Hall: pretty long

866

01:25:46.490 --> 01:25:52.650

Cooper City Hall: fair, that not only shield all of that, but now

867

01:25:52.920 --> 01:25:55.830

Cooper City Hall: that might be something that you can incorporate.

868

01:25:56.190 --> 01:25:59.399

That's it. or want to do that.

869

01:25:59.810 --> 01:26:01.210

Cooper City Hall: That's that's what this.

870

01:26:01.320 --> 01:26:05.260

Cooper City Hall: What we would recommend is to clarify that.

871

01:26:05.380 --> 01:26:07.330

Cooper City Hall: And what what's that?

872

01:26:07.740 --> 01:26:11.549

Cooper City Hall: It's fine places that the city would maintain here.

873

01:26:16.630 --> 01:26:17.410

Cooper City Hall: So

874

01:26:18.030 --> 01:26:21.150

Cooper City Hall: I don't see how you could

875

01:26:21.970 --> 01:26:26.410

Cooper City Hall: a clear conscience ask a resident

876

01:26:26.550 --> 01:26:30.759

Cooper City Hall: to go on on Avenue or resident to go on Griffin Road

877

01:26:31.130 --> 01:26:38.790

Cooper City Hall: and clean that never. It's never gonna happen. You're never gonna be able to get equipment there.

878

01:26:39.140 --> 01:26:42.910

Cooper City Hall: You're never going. You're in just like the Chief said. You're endangering.

879

01:26:43.230 --> 01:26:49.900

Cooper City Hall: It's never going to be beautiful because Missus Smith is going to do it in January. Miss Jones is going to do it. February.

880

01:26:50.060 --> 01:27:01.029

Cooper City Hall: You're never gonna have code enforcement site because there's there's not gonna be a well in order for this to be dirty. It's gotta be on. You know what? There's a scale of white to grade black.

881

01:27:01.300 --> 01:27:13.039

Cooper City Hall: you know. You have to be able to cite. You can't arbitrarily say, Oh, well, everything here is dirty when it may not be so. You can't cite everyone at the same time.

882

01:27:13.460 --> 01:27:31.789

Cooper City Hall: So the reality is, we have to maintain it. End of story. Let's look at our code, and just just to digress one more, and you may not like it. But I mean it is unfortunately, the way the way it's going to have to be, and to to go back one more. Let's go to Griffin Road, where they have

883

01:27:31.960 --> 01:27:35.500

Cooper City Hall: the FDOT. Wall that is

884

01:27:35.940 --> 01:27:37.449

20 feet high.

885

01:27:37.740 --> 01:27:38.610

Cooper City Hall: Maybe

886

01:27:39.240 --> 01:27:41.409

Cooper City Hall: Fdo Fd. Is responsible.

887

01:27:41.980 --> 01:27:51.880

Cooper City Hall: They are responsible for that. But what about the sidewalk on the other side of that which technically would abut that sidewalks. They're responsible.

888

01:27:53.120 --> 01:27:57.900

Cooper City Hall: So wait, wait, stop 1 s, because I'm I'm trying to make a point.

889

01:27:58.310 --> 01:28:17.089

Cooper City Hall: You have a 20 foot wall right now. There's no way you're gonna throw a power washer over that, or throw a power washer hose over that. So let me put some cones out. Stop the right side of Griffin Road, right for the right lane of traffic, so that I can maintain that sidewalk fdot pressure point.

890

01:28:17.550 --> 01:28:19.410

Cooper City Hall: but not the sidewalk. If

891

01:28:20.200 --> 01:28:21.529

Cooper City Hall: what we're saying is trip.

892

01:28:21.750 --> 01:28:25.030

Cooper City Hall: Well, the residents aren't responsible for for that, either.

893

01:28:25.280 --> 01:28:29.060

Cooper City Hall: I don't get the road. So why is Griffin Road different than

894

01:28:29.230 --> 01:28:35.479

Cooper City Hall: you're asking him in practice. No, but I'm saying the only fdot is responsible

895

01:28:35.610 --> 01:28:40.399

Cooper City Hall: on their on their road. We've cleaned. We've actually pressured clean the sidewalk.

896

01:28:40.830 --> 01:28:41.629

said he had

897

01:28:43.220 --> 01:28:44.130

they wanted that

898

01:28:44.500 --> 01:28:46.929

Cooper City Hall: couple years ago. To the

899

01:28:47.130 --> 01:28:48.120

maybe all

900

01:28:48.940 --> 01:28:52.180

Cooper City Hall: I agree. There you go. City

901

01:28:52.980 --> 01:28:59.579

Cooper City Hall: city needs to maintain. But it doesn't. I just want to make, or I was gonna nominate.

902

01:29:02.840 --> 01:29:04.040

Cooper City Hall: Good afternoon.

903

01:29:07.030 --> 01:29:07.870

Cooper City Hall: Let me.

904

01:29:40.790 --> 01:29:42.410

Cooper City Hall: And if and if I'm a

905

01:29:46.550 --> 01:29:53.370

Cooper City Hall: no, I like this, I want to give them. I want to give them clarification.

906

01:29:53.460 --> 01:29:56.250

Cooper City Hall: So if we if we could, perhaps

907

01:29:56.420 --> 01:29:59.150

Cooper City Hall: couple things that would be helpful for us to bring back to the

908

01:29:59.790 --> 01:30:00.840

Cooper City Hall: sensors.

909

01:30:00.930 --> 01:30:05.969

Cooper City Hall: Just so, you know the city attorney's office not to put forward the city attorney's office

910

01:30:06.020 --> 01:30:07.130

Cooper City Hall: as a hospital friend.

911

01:30:07.620 --> 01:30:12.230

Cooper City Hall: clarify certain aspects of the code. So if we clarify

912

01:30:12.330 --> 01:30:16.600

Cooper City Hall: 25. That's 102 d. Bring back and forth security.

913

01:30:17.720 --> 01:30:20.419

Cooper City Hall: We also would want to clarify section

914

01:30:21.060 --> 01:30:24.030

one of 3, one of options

915

01:30:25.150 --> 01:30:27.020

to keep the trophy

916

01:30:28.530 --> 01:30:30.229

Cooper City Hall: points at the city attorney's office.

917

01:30:30.680 --> 01:30:38.490

Cooper City Hall: What are those 13 responsibility to make?

918

01:30:39.070 --> 01:30:41.569

Cooper City Hall: That is also a section that we'll deal with

919

01:30:42.090 --> 01:30:47.310

Cooper City Hall: your property. Go ahead to the consistency.

920

01:30:49.820 --> 01:31:02.270

Cooper City Hall: I would say the same language should apply to cleaning of sidewalks and mowing of grass in terminally. Now we know that this excludes separate private agreement such as development order.

921

01:31:02.290 --> 01:31:13.670

Cooper City Hall: Not apply to that. That would, you know. So I think with them she likes. There might be an agreement on file where they mow grass. We're talking about the ordinance, not specifically agreements that are executed after the fact.

922

01:31:13.850 --> 01:31:17.160

Cooper City Hall: But I think all those topics read the same

923

01:31:17.460 --> 01:31:19.440

Cooper City Hall: as with regard to the the rear.

924

01:31:19.570 --> 01:31:23.310

Cooper City Hall: So if the mayor, if there's consensus.

925

01:31:23.430 --> 01:31:32.869

Cooper City Hall: if we would be able to work with the city attorney's office to bring back importance. But possibly the manager likely gonna want to at that next workshop that you will it

926

01:31:33.050 --> 01:31:37.400

Cooper City Hall: to bring back a plan. How this would

927

01:31:37.440 --> 01:31:38.780

Cooper City Hall: impact operation

928

01:31:38.890 --> 01:31:39.930

fiscal

929

01:31:39.970 --> 01:31:41.160

Cooper City Hall: pack as well.

930

01:31:41.370 --> 01:31:43.620

Cooper City Hall: So to bring that all back. In other words.

931

01:31:44.100 --> 01:31:46.159

Cooper City Hall: how many areas of rears are we not

932

01:31:46.500 --> 01:31:47.689

business week

933

01:31:56.480 --> 01:31:58.130

Cooper City Hall: more than 100?

934

01:32:04.070 --> 01:32:08.090

Cooper City Hall: Who who currently does the outside perimeter around our treatment.

935

01:32:11.330 --> 01:32:13.980

Cooper City Hall: Now, Carl says.

936

01:32:15.470 --> 01:32:16.210

Cooper City Hall: yep.

937

01:32:16.750 --> 01:32:19.350

Cooper City Hall: step up to the mic, if you would call.

938

01:32:25.470 --> 01:32:28.400

Cooper City Hall: which this could be. Records are all taken

939

01:32:30.430 --> 01:32:32.380

Cooper City Hall: rosters and thank you everyone.

940

01:32:32.830 --> 01:32:36.810

Cooper City Hall: To the best of my knowledge, Tim. In the last couple years

941

01:32:37.090 --> 01:32:38.540

Cooper City Hall: we dive to office

942

01:32:39.620 --> 01:32:41.980

Cooper City Hall: Thurlain. Hiatus

943

01:32:43.540 --> 01:32:47.749

Cooper City Hall: aired, and maybe Flamingo.

944

01:32:47.850 --> 01:32:50.070

Cooper City Hall: No, I

945

01:32:52.570 --> 01:32:53.810

Cooper City Hall: you guys ever done

946

01:32:55.030 --> 01:32:58.650

Cooper City Hall: the 18 years that I've been at Rock Creek we've never done that

947

01:33:02.790 --> 01:33:03.960

Cooper City Hall: Good Samaritan

948

01:33:04.190 --> 01:33:15.599

Cooper City Hall: 1, one of the 2 rock. What Rock Creek does budget for is doing both sides of Stone Bridge.

949

01:33:15.790 --> 01:33:17.300

Cooper City Hall: Both sides of the

950

01:33:17.430 --> 01:33:26.500

Cooper City Hall: 5 Entry Boulevard. That Rock Creek is done the last 3 or 4 sites which makes sense, my mind and and Nbc likes when you guys cited them

951

01:33:27.390 --> 01:33:29.490

Cooper City Hall: or the sidewalks outside. They

952

01:33:29.760 --> 01:33:32.889

Cooper City Hall: also discrete with that in that practice Directory.

953

01:33:34.140 --> 01:33:37.499

Cooper City Hall: That's correct. We we had a long meeting with

954

01:33:37.570 --> 01:33:44.049

Cooper City Hall: Property Management Company play. and they brought some historical contact to us.

955

01:33:44.350 --> 01:33:50.029

Cooper City Hall: 20, some years ago, with a city and some type of

956

01:33:50.230 --> 01:33:50.930

okay.

957

01:33:52.100 --> 01:33:52.820

city.

958

01:33:54.760 --> 01:33:56.130

Cooper City Hall: Aaron is my.

959

01:34:02.330 --> 01:34:06.800

Cooper City Hall: that that that it comes up to the target? Yes.

960

01:34:06.860 --> 01:34:09.200

Cooper City Hall: yes, that that would limit it. Yeah.

961

01:34:09.920 --> 01:34:11.409

Cooper City Hall: we have one last thing

962

01:34:12.140 --> 01:34:15.349

Cooper City Hall: guarding the city-owned streets within. Rodney

963

01:34:16.320 --> 01:34:21.420

Cooper City Hall: from time to time sent letters to the individual homeowner to clean them.

964

01:34:21.440 --> 01:34:23.350

Cooper City Hall: But when there's been cases with

965

01:34:23.750 --> 01:34:28.929

Cooper City Hall: trip hazards or tree routes or damage. The city has come out from time to time.

966

01:34:30.190 --> 01:34:36.630

Cooper City Hall: It was sidewalks not cleaning, but with there and we're gonna be there for the safety as well for them.

967

01:34:37.330 --> 01:34:38.039

Thank you.

968

01:34:39.190 --> 01:34:40.280

Cooper City Hall: Commissioner Gadget.

969

01:34:41.470 --> 01:34:58.139

Cooper City Hall:  everybody's against because of cost

970

01:34:58.570 --> 01:35:04.900

Cooper City Hall: going behind and sides of hoas. Absolutely

971

01:35:05.670 --> 01:35:06.350

okay.

972

01:35:08.960 --> 01:35:11.560

Cooper City Hall: So if because of cost.

973

01:35:11.890 --> 01:35:15.920

Cooper City Hall: but where, like I will.

974

01:35:15.980 --> 01:35:19.970

Cooper City Hall: does. I mean, Griffin doesn't count because it's it's f dot. But

975

01:35:20.020 --> 01:35:23.149

Cooper City Hall: the people that live on palms. people that are

976

01:35:24.250 --> 01:35:27.209

Cooper City Hall: those areas. You would. Still

977

01:35:27.640 --> 01:35:36.040

Cooper City Hall: because they are not in a way again, I don't want to put people at risk. I don't want to see people throwing power washes over the fence.

978

01:35:37.030 --> 01:35:41.110

Cooper City Hall: So that's still something that we would now do if we agree.

979

01:35:42.040 --> 01:35:55.570

Cooper City Hall: Well, that's only if because apparently it's he's saying that it's not cost effective to do everything. He's saying that it's gonna cost an enormous amount of money you're saying.

980

01:35:58.050 --> 01:36:02.929

Cooper City Hall: Well, to do. I would like. You're gonna ask if you're gonna give a price I would like a price to do

981

01:36:03.490 --> 01:36:10.749

Cooper City Hall: to that would like 2 separate to do, you know, like the the Palm Avenue homes. I'm just using them as an example, you know.

982

01:36:12.270 --> 01:36:13.949

Cooper City Hall: So because that's

983

01:36:15.070 --> 01:36:15.760

right.

984

01:36:16.270 --> 01:36:21.789

Cooper City Hall: and keep in mind, the city Commission could also determine what thoroughfare are.

985

01:36:23.520 --> 01:36:26.390

Cooper City Hall: We have consensus on all that. I'm I'm not sure

986

01:36:38.290 --> 01:36:42.190

Cooper City Hall: we currently are able to site under the code.

987

01:36:42.720 --> 01:36:47.440

Cooper City Hall: We currently are not signing under the code. But we are pause

988

01:36:47.720 --> 01:36:50.259

Cooper City Hall: pending the magistrate that was referenced.

989

01:36:59.550 --> 01:37:08.600

Cooper City Hall: and they're probably plotting you, saying that right now. But there is a there's another aspect to that particular case. That ties into it.

990

01:37:09.130 --> 01:37:22.260

Cooper City Hall: But I do think that there's benefits, and it's for the attorney's office has recommended also benefit. Verifying. Okay? So our clarification is, what do we agree on to to stick with that same one where it's front side.

991

01:37:22.300 --> 01:37:23.340

Cooper City Hall: that weird

992

01:37:24.580 --> 01:37:27.209

Cooper City Hall: we're getting in. I would get engaged.

993

01:37:27.340 --> 01:37:28.549

Cooper City Hall: for example.

994

01:37:28.900 --> 01:37:36.050

Cooper City Hall: Well, I don't think the price matters. I mean, nobody says we have to do every year. I'm just saying, can we? I'm talking about siting an actual property.

995

01:37:37.530 --> 01:37:44.839

Cooper City Hall: May I interject for 1 s, because no offense meant? But if I'm going to give a homeowner a code violation

996

01:37:45.010 --> 01:37:50.419

Cooper City Hall: because their sidewalk's not clean. All the ones that we're responsible for need to be cleaned.

997

01:37:50.470 --> 01:38:04.119

Cooper City Hall: because there's no way that residents in this city. Oh, sorry! I apologize. There's no way that residents in this city are not gonna lose their mind if we do anything other than that, and they would be within their rights.

998

01:38:04.320 --> 01:38:07.180

Cooper City Hall: So that's only fair.

999

01:38:07.580 --> 01:38:12.050

Cooper City Hall: I would agree. I do not want to cite any property and failures

1000

01:38:12.310 --> 01:38:15.240

pain no real. I think that that

1001

01:38:15.600 --> 01:38:20.420

Cooper City Hall: no, but you're saying but what you just said was not that, could I make a recommendation?

1002

01:38:20.690 --> 01:38:22.829

Cooper City Hall: So my team will not cite.

1003

01:38:24.120 --> 01:38:28.420

Cooper City Hall: We come back. The manager at the end was going to recommend a follow up

1004

01:38:28.480 --> 01:38:30.410

Cooper City Hall: that we'll come back with that

1005

01:38:30.500 --> 01:38:32.540

Cooper City Hall: propose language change.

1006

01:38:32.630 --> 01:38:35.709

Cooper City Hall: and we will not cite until that

1007

01:38:36.380 --> 01:38:38.470

Cooper City Hall: I consensus on that.

1008

01:38:38.750 --> 01:38:45.440

Cooper City Hall: Yeah, I mean we should have it, Tim, the best you can.

1009

01:38:45.580 --> 01:38:46.809

Cooper City Hall: Yeah, exactly.

1010

01:38:47.740 --> 01:38:48.720

No more science

1011

01:38:49.750 --> 01:39:00.799

Cooper City Hall: we have. We do have to decide to make the board into zoom because we did this. This is deja vu. We did this with 2 meetings, and then we didn't do it. So we were on that note

1012

01:39:01.210 --> 01:39:03.270

Cooper City Hall: passing the tanker.

1013

01:39:03.970 --> 01:39:06.889

Cooper City Hall: I think the next meeting the next workshop should be especially

1014

01:39:07.920 --> 01:39:13.870

Cooper City Hall: so. We can take action. III don't have no problem on schedule on its own.

1015

01:39:13.920 --> 01:39:16.930

Cooper City Hall: Sorry should be standing on its own

1016

01:39:17.120 --> 01:39:21.480

Cooper City Hall: that way. I'm not here for 10 h. Not that I don't think everybody's awesome.

1017

01:39:24.460 --> 01:39:26.940

Cooper City Hall: They'll have you marching orders on that.

1018

01:39:44.250 --> 01:39:45.200

Cooper City Hall: Well, Andrew.

1019

01:39:45.640 --> 01:40:00.169

Cooper City Hall: I was going to ask I don't know if it would be the city manager if he would have the information, or if you would have the information, but I know that am I allowed to say a company name? I know that I'm saying it. Miller Leg has an enormous amount of

1020

01:40:00.480 --> 01:40:06.760

Cooper City Hall:  not just August, but they have the right now.

1021

01:40:07.130 --> 01:40:08.220

Cooper City Hall: Landscape funding

1022

01:40:09.010 --> 01:40:20.530

Cooper City Hall: right well, I know, like, has a bunch of landscape architects as well that they're phenomenal, and they do like an enormous amount like with the county and with Mpo. etc. So I don't know is that something that we could use them as a

1023

01:40:20.600 --> 01:40:23.749

Cooper City Hall: I don't know if they have

1024

01:40:25.070 --> 01:40:26.340

as a

1025

01:40:27.830 --> 01:40:32.500

Cooper City Hall: no, no, and I don't. I don't mean it that way. I just meant because that's as a resource.

1026

01:40:38.620 --> 01:40:41.309

Cooper City Hall: Yeah, how about this? I think the correctness is

1027

01:40:42.020 --> 01:40:47.530

next action staff to come up with a risk of probably.

1028

01:40:50.000 --> 01:40:52.910

Cooper City Hall: and to see which which would be better. And look at which

1029

01:40:52.980 --> 01:40:56.750

Cooper City Hall: yeah, correct.

1030

01:40:56.800 --> 01:41:16.100

Cooper City Hall: we're gonna decide that. So they come back. And and with 15 things, and 12 of them are planning related things. Well, it looks like they're probably gonna be looking more towards an odd. But if they're coming back with majority, that's it's out there, you know, ground. Maybe it's a horrible arborist, right? So I think we need to understand where the vacuum

1031

01:41:17.220 --> 01:41:22.190

Cooper City Hall: we need to look at. And we need a recommendation.

1032

01:41:22.410 --> 01:41:23.220

I don't

1033

01:41:23.560 --> 01:41:27.950

Cooper City Hall: perfect, I think here is freighter to have a a full time.

1034

01:41:30.860 --> 01:41:33.080

Cooper City Hall: I agree that at the end of the day

1035

01:41:33.540 --> 01:41:44.289

Cooper City Hall: Sultan is only as good as what they did the person it has to be somebody's job. So. But I still think we need to know that

1036

01:41:44.810 --> 01:41:55.589

Cooper City Hall: so it may come back where, based off the duties, it could be an in-house person. And then this very specialized item, they can consult out that. But I think we have to kind of see what

1037

01:41:55.650 --> 01:41:57.970

Cooper City Hall: what those duties are that we need to visit

1038

01:41:58.590 --> 01:42:02.549

Cooper City Hall: here a long time, and when she left there's a lot of things she did that

1039

01:42:04.740 --> 01:42:22.250

Cooper City Hall: to make the distinction between being an arborist and a landscape architect talking about a consultant, particularly a landscape architect. That's one of the professional services that falls under the Ccna umbrella is a specific process with a statute. If you're a consultant for that particular function

1040

01:42:22.410 --> 01:42:39.730

Cooper City Hall: hiring a land people that'd be a little different, you'd be hiring an employee. We wanted to engage a consultant is a very specific process, and we all, we also have certain firms as continuing contract, continuing service providers. I believe we have 3 under contract. That may be a resource. As well

1041

01:43:25.680 --> 01:43:29.149

Cooper City Hall: do that. If anyone hasn't do that, let me know

1042

01:43:31.070 --> 01:43:31.770

Cooper City Hall: comments.

1043

01:43:32.130 --> 01:43:34.020

Cooper City Hall: Addition. I don't agree. I don't think.

1044

01:43:36.930 --> 01:43:38.170

Cooper City Hall: perhaps

1045

01:43:39.140 --> 01:43:41.220

really well.

1046

01:43:41.930 --> 01:43:42.870

Cooper City Hall: basic

1047

01:43:43.340 --> 01:43:44.500

city roadway.

1048

01:43:47.460 --> 01:43:48.170

Cooper City Hall: Aye.

1049

01:43:48.570 --> 01:43:50.300

I have. Okay.

1050

01:44:00.340 --> 01:44:04.359

Cooper City Hall: Every swell is on talking about like something

1051

01:44:07.860 --> 01:44:08.760

who would make

1052

01:44:08.880 --> 01:44:11.430

Cooper City Hall: sidewalks and rats.

1053

01:44:14.230 --> 01:44:19.030

Cooper City Hall: Yeah, people. I've seen people. Well, neighborhoods.

1054

01:44:19.150 --> 01:44:22.200

Cooper City Hall: mark right? I get it. If you haven't

1055

01:44:23.570 --> 01:44:25.670

Cooper City Hall: use it as regular target agencies.

1056

01:44:26.870 --> 01:44:27.550

Got it.

1057

01:44:29.920 --> 01:44:34.819

Cooper City Hall: I was. Gonna say honestly that I think that they need to

1058

01:44:35.350 --> 01:44:38.180

Cooper City Hall: where they're parking now on the swells

1059

01:44:38.290 --> 01:44:43.929

Cooper City Hall: think that that maybe needs to be made into parking because there is no parking.

1060

01:44:44.160 --> 01:44:49.979

Cooper City Hall: They had no place to park when those were made. Maybe there was enough parking.

1061

01:44:50.010 --> 01:45:12.229

Cooper City Hall: I don't even think there was then. But the way families have evolved, there is not enough parking, and if you drive in that community there is no space in that community unless your car can fly and hover and park in the air, which maybe you have an electric one. Maybe it can. But there is no space in those communities that that you can add parking.

1062

01:45:12.370 --> 01:45:37.649

Cooper City Hall: So people that have on average, you know, back in the the 70 s. You maybe had 2 cars, but in 2,023, 2,024. Those people have 3 and 4 cars. There's no room at the end. So the I think the only way is to potentially allow parking on the swell to add to that, but I mean make it parking.

1063

01:45:52.410 --> 01:45:53.409

There are some.

1064

01:45:58.980 --> 01:45:59.980

every one of them.

1065

01:46:02.180 --> 01:46:04.610

Cooper City Hall: or 8 or months.

1066

01:46:04.630 --> 01:46:11.870

Cooper City Hall: and then Ode comes and cites the hoa and says, You gotta the grassy kid. You gotta fix it like, wait, I can't go that far.

1067

01:46:12.900 --> 01:46:17.809

Cooper City Hall: but I gotta maintain the grass a few tick marks, so I don't know if there's if there's a time period

1068

01:46:17.950 --> 01:46:35.910

Cooper City Hall: just real quick to Commissioner Catsman's comment. With regards to parking on swells. The code was amended in 2,020 prohibit parking on swells with the appropriate sign. The tools are already in the code to address that issue, but it may be a matter of signage. They do implement the code

1069

01:46:36.120 --> 01:46:41.290

Cooper City Hall: very upset that they excited fired raft. Lisa was signed it.

1070

01:46:42.990 --> 01:46:54.839

Cooper City Hall: So we can we can put. We've we've had this conversation with them. We could put signs, prohibit parking ordinance. But then, again, the city stands not saying my stance the city stands

1071

01:46:54.880 --> 01:47:01.450

Cooper City Hall: has been that that creates a opposite beautification. right science, pollution.

1072

01:47:01.560 --> 01:47:08.879

Cooper City Hall: So you would. You would have to push those signs everywhere, and for the first of all, but your recommendation on a time

1073

01:47:08.990 --> 01:47:11.379

Cooper City Hall: specific restriction might actually

1074

01:47:12.170 --> 01:47:13.860

Cooper City Hall: solve that issue

1075

01:47:14.040 --> 01:47:14.850

Cooper City Hall: without.

1076

01:47:15.060 --> 01:47:16.980

And that's why I'm saying

1077

01:47:23.340 --> 01:47:29.700

tougher, but it's it's not well, I tell you what it take a picture come back later.

1078

01:47:33.240 --> 01:47:39.740

Cooper City Hall: Not that we have. We can't get into it. What about Alder.

1079

01:47:40.870 --> 01:47:54.109

Cooper City Hall: You have to take into consideration that there are neighborhoods that there is no parking. There are neighborhoods that there are more people in homes due to

1080

01:47:54.190 --> 01:48:17.010

Cooper City Hall: family dynamics changing due to homes not being affordable, and people not being able to afford a bigger home, that there are more people that live in a home and have cars and cars are now more affordable than they were. You know how many years ago that there's very little parking. They need the swells to park. We are taking that consideration. So we're saying, instead of banning all parking.

1081

01:48:18.000 --> 01:48:20.519

Cooper City Hall: Lisa can't park 9 cars out there

1082

01:48:21.440 --> 01:48:45.960

Cooper City Hall: without them moving is fine, but and I agree there are people I know, people I could name you 3 houses off the top of my head that without a doubt are doing repairs or selling cars. No, I'm not the Rat. I'm not saying who they are, but if I had to in private I could. But they're without a doubt. But there are people that legitimately have

1083

01:48:46.440 --> 01:48:56.289

Cooper City Hall: children and and grandchildren living with them, and aunts and and that's why. But that's why you say, look at some time period. Then one. The cars have moved, the grass grow.

1084

01:48:56.330 --> 01:49:02.420

Cooper City Hall: They were not just storing them there. And let's just ask the expert to come up with some recommendations.

1085

01:49:26.210 --> 01:49:33.199

Cooper City Hall: Thank you. And and with that, making it a concrete jungle is not gonna help them at all.

1086

01:49:33.580 --> 01:49:34.920

Cooper City Hall: So you may.

1087

01:49:34.960 --> 01:49:44.289

Cooper City Hall: There are lots of different alternatives. I know that we are coming up with a 10 min warning right now, and I would ask if there are any.

1088

01:49:45.150 --> 01:49:51.829

Cooper City Hall: Thank you, Brett. I would ask if there are any comments, public comments that we have.

1089

01:49:52.290 --> 01:49:53.380

Cooper City Hall: Ben Clark

1090

01:49:58.460 --> 01:50:06.140

Cooper City Hall: not for the workshop. Okay, very good. Anyone in City Hall at this time wishing to speak on any of the items best here at the workshop.

1091

01:50:06.180 --> 01:50:08.900

Cooper City Hall: Come on up, and please be able to form out after you speak.

1092

01:50:16.970 --> 01:50:18.580

Cooper City Hall: My name is Sharon Orveny.

1093

01:50:19.170 --> 01:50:21.270

Cooper City Hall: with the city for 52 years.

1094

01:50:21.720 --> 01:50:33.669

Cooper City Hall: and I am appalled at what I'm hearing some of you new people expecting us, people that moved here when the city first started, wanting to be the Tree City, with all the tree lined streets.

1095

01:50:33.800 --> 01:50:41.200

Cooper City Hall: we were told, where plant there, but the city was planting them. We had to water them. We didn't fertilize the city fertilize.

1096

01:50:43.210 --> 01:50:51.250

Cooper City Hall: I see your smirk. Okay, okay. But we were told we could not trim the tree, we were told not.

1097

01:50:51.470 --> 01:50:59.250

Cooper City Hall: and you planted the the trees that are the god. Awful trees that are! Everybody complains about because they grew fast.

1098

01:50:59.300 --> 01:51:11.409

Cooper City Hall: but we were still told we could not trim them, because they had to be trimmed in a certain way because of the beautifying of the streets which we love, and also because of hurricanes. Now, you're telling us

1099

01:51:11.510 --> 01:51:19.910

Cooper City Hall: that we're gonna be the ones responsible. These trees are 50 feet high and more. One is 25 feet over my my yard.

1100

01:51:20.530 --> 01:51:30.590

Cooper City Hall: I'm told. Still, I'm now supposed to trim it, if it's hanging over to my my yard, but if I make it and and uneven. Who's going to be responsible if that tree falls it?

1101

01:51:31.010 --> 01:51:50.269

Cooper City Hall: I've also had to have a tree removed from the swale years ago, because it was cracking the sidewalk. It was breaking the waterline. You guys did come out and fix it. Now the sidewalks are cracking again. If someone trips and falls on that sidewalk and lands on my property. I'm the one that gets sued, not the city.

1102

01:51:50.730 --> 01:52:00.429

Cooper City Hall: so you should be responsible. I don't care if my taxes have to go up more. I can't afford the $3,000, or whatever to have that tree trimmed, because it is huge.

1103

01:52:00.720 --> 01:52:06.419

Cooper City Hall: It's messing up not only the sidewalk. It's messing up my neighbor's cars. It's messing up my cars.

1104

01:52:06.530 --> 01:52:10.970

Cooper City Hall: but it's there. It was there, and I've done what I've been told to do

1105

01:52:10.990 --> 01:52:31.320

Cooper City Hall: so. I am appalled that now you're telling me you're going to dump it all on me unless I'm a poverty case that you're going to have some money set aside. I'm sorry I don't live in an HO. Way where I pay those fees, and they maintain, and they have their rules. But I've lived here. I love the city, but I am very, very upset at what I am hearing.

1106

01:52:36.020 --> 01:52:37.719

Cooper City Hall: I've lived here for over 50.

1107

01:52:37.810 --> 01:52:48.010

Cooper City Hall: I don't know when you changed it, or why? And there was a schedule that you went around and did tree trimmings at certain times of the year because of hurricane season.

1108

01:52:48.090 --> 01:52:54.560

Cooper City Hall: so that the entire city was maintained. Okay. well, not according to you.

1109

01:52:54.660 --> 01:53:01.459

Cooper City Hall: You're saying you have to call to say, if a tree needs to be trimmed. If a tree needs to be trimmed, that means you haven't been in the area long enough

1110

01:53:05.030 --> 01:53:07.759

done. But in a way

1111

01:53:08.060 --> 01:53:13.830

Cooper City Hall: that's different. But if you're maintaining because I don't see them coming around and maintaining like they used to.

1112

01:53:13.880 --> 01:53:23.409

Cooper City Hall: and as far as an arborist I don't know what you call it. But yes, you do need somebody who knows what the heck they're doing, because different trees need to be trimmed certain ways. They grow certain ways.

1113

01:53:23.620 --> 01:53:27.339

Cooper City Hall: I'm not a specialist. I'm just telling you what we've been told all these years.

1114

01:53:27.480 --> 01:53:30.769

Cooper City Hall: So what's the next last

1115

01:53:32.340 --> 01:53:36.280

Cooper City Hall: Nick? From public works? She's worked for Cooper City for 20 something years.

1116

01:53:36.430 --> 01:53:37.619

Cooper City Hall: I spent

1117

01:53:37.750 --> 01:53:44.689

Cooper City Hall: the good part of this last year trimming trees throughout the city, and has made his way significantly through almost

1118

01:53:49.000 --> 01:53:50.789

Cooper City Hall: 2,980.

1119

01:53:50.930 --> 01:53:54.629

Cooper City Hall: So so I'm I'm not up.

1120

01:53:54.820 --> 01:54:00.849

Cooper City Hall: I'm not proposing changing what we we already do. I'm saying, if you want something done different than the schedule.

1121

01:54:01.440 --> 01:54:14.270

Cooper City Hall: and it doesn't warn it. They have to wait till they can figure out if it doesn't warrant it. That means it's not necessary. Right now. I would not call you and ask you to have a tree trim that doesn't need to be trimmed. But if you guys haven't been out there in 4 years

1122

01:54:14.350 --> 01:54:27.599

Cooper City Hall: and had me on your schedule in 4 years. There's something wrong there. You may not, but there are people that do call, and I miss all that they're talking about which branch they want. I went out with a gentleman who backs up to the lips.

1123

01:54:27.630 --> 01:54:29.280

Cooper City Hall: And and he he was

1124

01:54:29.540 --> 01:54:35.799

Cooper City Hall: livid. They didn't take more branches all, and we were there. Jeanette was there, the arbors was there, and she was saying, This is all so

1125

01:54:36.020 --> 01:54:46.290

Cooper City Hall: well. I'm not proposing we. We do anything different. I'm proposing that if you're one of the residents that wants extra services. it has to fall within a priorization.

1126

01:54:47.410 --> 01:54:49.230

Cooper City Hall: I'm sorry. Okay.

1127

01:54:51.500 --> 01:54:53.449

which is speech at this time.

1128

01:54:59.830 --> 01:55:01.229

Cooper City Hall: Feedback, some formula.

1129

01:55:10.990 --> 01:55:18.799

Cooper City Hall: another record. We will.

1130

01:55:18.890 --> 01:55:22.530

Cooper City Hall: Thank you.

1131

01:55:32.140 --> 01:55:34.070

Cooper City Hall: But.

# CITY OF COOPER CITY
# CITY COMMISSION REGULAR MEETING

**Tuesday, December 12, 2023 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 Girl Scout Troop #14218 led the assembly in the Pledge of Allegiance.

**ROLL CALL**

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

**DECORUM** - Jacob Horowitz, City Attorney

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

**CHANGES TO AGENDA/EMERGENCY MATTERS**

City Manager Eggleston said item 29, the Mental Health and Wellness Advisory Board recommendation will be moved to the January meeting.

**PROCLAMATIONS/PRESENTATIONS**

1. Cooper City Water-Smart Community Designation – **Morgan Flynn, Broward County Health Department**

Rita Kenizay from the Broward County Health Department presented the City with the Cooper City Water-Smart Community Designation.

2. Proclamation - Rick Case BIKES FOR KIDS

Mayor Ross presented Raquel Case a proclamation recognizing December 12, 2023 as Rick Case Bikes for Kids Day in the City of Cooper City.

3. Traffic Calming Study Presentation - **The Corradino Group**

Eric Czerniejewski from the Corradino Group gave a presentation on the City-wide Traffic Calming Study. The Traffic Calming Study was completed along 51 corridor segments. The criteria and standards

includes the 2018 Florida Greenbook and the City's Code of Ordinances. Traffic data was collected between mid-May and mid-June 2023. Field reviews were also completed along corridors. Recommended improvements include a speed table through SW 118th Avenue and SW 50th Street intersection and a speed hump between SW 51st Court and SW 50th Street. They also recommend a speed hump between SW 55th Street and SW 56th Court and a speed hump between SW 57th Circle and SW 59th Street. A speed hump is also recommended between Anchor Way and Dockside Drive. Lane narrowing with pavement marking is recommended for SW 106th Avenue between Stirling Road and Griffin Road. At grade texture pavement at SW 106th Avenue and SW 49th Place and SW 106th Avenue and SW 57th Place. A roundabout or slightly raised texture pavement is recommended at SW 106th Avenue and SW 51st Street. The cost of a mini roundabout is near $290,000. A raised speed table is estimated at $145,000, speed humps at $50,750 and at grade texture pavement cost approximately $72,500.

Mayor Ross inaudible. Mayor Ross asked the life span of speed bumps or tables. Mr. Czerniejewski said there is a life span but he is unsure of the numbers. Mayor Ross asked if there in maintenance costs associated with the devices. Mr. Czerniejewski answered yes.

Commissioner Mallozzi asked about using rumble strips. Mr. Czerniejewski answered rumble strips were not recommended. Commissioner Mallozzi asked about 52nd Street as she receives many complaints about speeding. Mr. Czerniejewski said they can recollect date on that road.

Commissioner Katzman asked if there is more data that was not presented. Mr. Czerniejewski said there are more recommendations. Commissioner Katzman asked how much we budgeted for the implementation of these projects. City Manager Eggleston does not have those figures. Commissioner Katzman asked that the City Manager present his recommendations on what projects to proceed on first.

Commissioner Green asked if the roundabout on Hiatus will be included in the funds set aside for projects. City Manager Eggleston said they did receive notification for funding towards design and construction.

Mayor Ross asked the time frame on the final report. Mr. Czerniejewski answered the end of January. Mayor Ross asked that the item be placed back on the agenda in February.

4. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi advised Tanny a three year old dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

**PUBLIC SPEAKING**

**Open Public Meeting/Agenda Concerns**

Carmen Mure, 11315 Lake Shore Drive, thanked the City for the newly painted courts and the net device for pickleball. She also advised there is a new product available to help with sound. She also spoke on the gift cards her and her fellow pickle ball players collected for Childnet.

Richard Mure, 44 year resident, and retired law enforcement offier advised there are temporary speed bumps available that can be installed. He also recommended a left hand turn lane extension on Hiatus Road near Sheridan Street.

Brett Rosenberg, 5200 SW 90th Avenue spoke on a fence he installed as he was told slats were not permitted in the City.

Fred Wilde, 2011 SW 92nd Avenue, spoke on a rooster causing noise issues in his neighborhood.

Tina Trippe, 5148 SW 94th Ave, spoke on her support of Ordinance 23-30 as this vendor offers the City a cost savings.

Commissioner Shrouder asked to hear item 23, Ordinance 23-28 next.

Consensus was reached to hear item 23 next.

**LAND DEVELOPMENT MATTERS**

*(Florida court rulings now require all land development matters to be considered by the City Commission in a quasi-judicial process. All persons who wish to give testimony or present evidence must be sworn in. Copies of the complete procedures are available in the Office of the City Clerk).*

**Ordinances On Second Reading |** *Public Hearing*

5. **Ordinance 23-25 (Community Development)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING REZONING PETITION #Z 8-1-23; PROVIDING FOR THE REZONING OF THE APPROXIMATELY 2.4 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF N.W. 37TH STREET AND N.W. 100TH AVENUE (APPROXIMATELY ½ MILE SOUTH OF STIRLING ROAD) IN COOPER CITY, FLORIDA; REZONING THE SUBJECT PROPERTY FROM E-2, ESTATE DISTRICT (BROWARD COUNTY) TO E-1 ESTATE DISTRICT (COOPER CITY); PROVIDING FOR AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE" by title.

Mayor Ross swore in Assistant Community Development Director Jason Chockley who gave the staff report. He advised the rezoning petition is a rezoning from a Broward County E-2 to Cooper City E-1. The property was annexed into Cooper City in September 2004, and is within the preservation area known as Royal Palm Ranches. The rezoning is necessary in order for the lot to be developed into two single family homes, due to the current county zoning which requires a minimum lot size of 2 net acres per home. The requested rezoning would allow a maximum of two units on the existing 2.4 acre lot, 1.34 and 1.15 for each of the new proposed lots, utilizing one flex unit. The rezoning request would allow the construction of two single family homes on the subject site which is not expected to excessively increase traffic impacts onto the surrounding roadways. Staff recommends that the City Commission approve the rezoning request to E- 1 estate district that it should be conditioned upon the inclusion of the attached exhibit reflecting a maximum of one home on a minimum of 1.34 and 1.15 acres to be submitted to the Broward County Property Appraisers Office for separate folio numbers and legal descriptions. This petition went before the Royal Palm Ranches Preservation Board on November 1, 2023, and had a recommendation of approval with a 5-0 vote. This petition went to the Planning and Zoning Board on November 6, 2023 and had a recommendation of approval with a 9-0 vote.

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

**MOTION:** Commissioner Green moved to approve Ordinance 23-25. Commissioner Katzman seconded the motion which prevailed by the following roll call vote (4-1)

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder, Green and Mayor Ross

**BOARD/ADMINISTRATIVE REPORTS**

6. Appointment to the Recreation Advisory Board – **Mayor Ross**

City Clerk Tedra Allen advised Mayor Ross appointed Carmen Mure to the Recreation Advisory Board.

**CONSENT AGENDA**

**Minutes**

7. November 14, 2023 Regular Commission Meeting Minutes

8. November 28, 2023 Special Commission Meeting Minutes

**Resolutions**

9. **Resolution 23-21 (Public Works)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN DISH WIRELESS LLC AND THE CITY OF COOPER CITY FOR ONE HUNDRED FIFTY (150) FEET OF GROUND SPACE AT THE TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 10300 STIRLING ROAD; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

10. **Resolution 23-30 (Finance/IT Technology)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185(4)(A), F.S.; DELEGATING ALL CYBERSECURITY AUTHORITY TO THE CITY MANAGER, AND AUTHORIZING THE CITY MANAGER TO RESPOND TO CYBER THREATS AND TAKE APPROPRIATE ACTION AS NEEDED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. **Resolution 23-31 - (Parks and Recreation)**

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR THE SENIOR TRANSPORTATION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; 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 to Approve**

12. Motion to approve a current letter of support to the Broward County School Board asking that the Children residing in the Country Glen Development be given choice to attend Pioneer Middle School **Commissioner Mallozzi**

13. Motion to approve and authorize sole-source purchase of two sodium hypochlorite triplex skids from TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc., the manufacturer, in the amount not to exceed $80,433.11 to replace the existing skids of City's water and wastewater treatment plants. - **Utilities**

14. Motion to approve and authorize a purchase of new Single Turner Valve Maintenance Trailer for Utilities Department from E.H. WACHS, using National Purchasing Cooperative BuyBoard Contract 684-22 for Utility Equipment, in the amount not to exceed $84,130.39. - **Utilities**

15. Motion to approve and authorize the award of Bid, ITB 2023-4-UTL, Odor Control Chemicals, to the lowest, responsive and responsible bidder, Momar, Inc., and enter into an agreement for the purchase of odor control chemicals for the wastewater treatment plant in the amount not to exceed $26,268.00. - **Utilities**

16. Motion to Approve a Sixth Amendment to agreement with John M. Perez to administer programs funded by the American Rescue Plan Act (ARPA) of 2021 and approval of appropriation of funds. – **Administration**

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

Commissioner Shrouder asked what was approved for item 12 as he unaware the item was on the consent agenda. Commissioner Mallozzi explained she is asking for another letter of support for the children of Country Glen to attend Pioneer Middle School.

Commissioner Katzman said he spoke to the Superintendent and they advised they did not ask for another letter.

Commissioner Mallozzi said she spoke to the Superintendent and asked if they would like another letter of support as the last letter was written almost a year ago. The item will be voted on so an updated letter will show the City's support.

Commissioner Katzman wants to assure the redistricting is followed closely to assure residents can attend our schools.

Commissioner Shrouder wants to do everything possible to support the item with the School Board.

**REGULAR AGENDA**

17. **Discussion and possible action revising Sec. 23-104.1. - Pharmacies, medical offices or clinics, and medical or dental laboratories - Location restrictions of the City's Code of Ordinances.** – **Commissioner Shrouder**

Commissioner Shrouder said several years ago the City changed the code to be more restrictive on where pharmacies could be located in relation to prescribers. State law has since developed a process and databases to help address issues of the past. He had an individual reach out to him who was interested in placing a pharmacy in one of our plazas but because there is an eye doctor already in the plaza they would need go through the conditional use process. Significant changes have since been developed to help curb issues of the past and he would like to revise the code.

Commissioner Green believes the code should remain the same as South Florida is the healthcare fraud capital of the nation.

Commissioner Mallozzi said she was there for the establishment of this code section and there were issues of drug use. The law may be caught up but there will be people who circumvent the law. She advised there is a variance process that can used for certain cases.

Community Development Director Carlos Vega said there is a process in place in the code where there's a stipulation identified for a conditional use at a cost of $2,500 dollars.

Commissioner Shrouder said the regulations do not restrict pharmacies. They restrict pharmacies in a plaza with a subscriber. No other cities have these regulations. In 2010 when the code was implemented there was a major issue with pain clinics. He would like to update the code to reflect the time.

Commissioner Katzman asked if other cities prohibit the restrict pharmacies in a plaza with a subscriber. Director Vega said the code section is unique to Cooper City and was passed at a certain time to address issue. He has spoken to several individuals who are interested in opening pharmacies in plazas but the code restricts it.

Commissioner Katzman said he understands health care fraud is rampant but he does not believe it is directly related to this issue.

Mayor Ross asked Captain De Giovanni's opinion on the item. Captain De Giovanni said he suggests looking at Dentist Offices separately as opposed to medical offices.

Mayor Ross said times have changed and this code holds back development in the City. He would like legal and the Mental Health Advisory Board to look into impacts of the potential change.

Commissioner Shrouder said we need to trust the judgement of medical doctors. He understands why the code was developed but the law has been updated and the times have changed.

Consensus was reached for the City Attorney's Office to draft an ordinance repealing location restrictions in section 23-104.1.

18. **Discussion and possible action regarding chain link fence accompaniments, including but not limited to slats, to provide for a waiver in the event of a windstorm or other weather-related incidents. Commissioner Mallozzi**

Commissioner Mallozzi would like allow for fence accompaniments.

Commissioner Shrouder said there is nothing in the code that prohibits slats. Whether or not slats change the structural integrity of the fence, or if you got it approved with a permit, with slats or not, is an issue for the building department. Slats are temporary structures that can be removed.

Commissioner Shrouder would be okay with an affidavit a resident can sign stating the fact that the slats are temporary.

Mayor Ross asked if Community Development is monitoring the slats to a restrictive timeline. Director Vega said the code states it is 180 days so on the 179th day they can be taken down and then put back up.

Commissioner Green asked Director Vega if temporary slats are permissible. Director Vega said slats are not directly mentioned in the code. The Florida Building Code provides a standard plan but there is a caveat to the plan that says the airflow must remain unrestricted.

Commissioner Mallozzi said a form can be implemented that states the residents will take down the slats if there is wind above 35 miles per hour. Residents cannot have windscreens but they have boats and RV's that are not supposed to be seen. Slats are an affordable way to stay aesthetically pleasing.

Commissioner Shrouder said this item should be done at a staff level as the Commission does not have the authority to change or debate the Building Officials authority.

Commissioner Mallozzi asked if a resident can receive a code violation for having slats. Commissioner Shrouder said you cannot get a code violation for having slats. You could get a code violation for having something that is not structurally built as approved in your permit. Commissioner Shrouder said the form proposed is not wrong but it should be a recommendation to the building department if they are making determinations that something is temporary.

City Attorney Horowitz said the building official has certain sovereign authority under the Florida Building Code and State law. Not anyone on this dais or at the podium can change a determination made by the building official.

Commissioner Mallozzi does not want to overstep, she is trying to clear up a grey area. City Attorney Horowitz said if a fence with slats is erected and it's erected consistent with the Florida Building Code, there would be no issue and no reason to cite that individual. And we know under our code as it's currently written, there's no prohibition on slats. City Attorney Horowitz will work with staff to develop an acknowledgment.

**19. Discussion and possible action regarding mold in the Cooper City Fire Station. – Commissioner Mallozzi**

Commissioner Mallozzi said on Thanksgiving weekend an envelope was dropped off at her door anonymously that included the report and photos in the backup. If this indeed is a bad condition she would like something done to correct this. However she has no proof that the report is the fire station.

City Manager Eggleston said the City has been made aware of this report and staff has engaged a professional firm to test the fire station and a report will be made available in approximately two weeks.

Mayor Ross asked Fire Chief Harrington when was the first time he was notified that there was mold at the Fire Station. Chief Harrington answered when the report came back from the lab. Mayor Ross asked what report and what lab. Chief Harrington answered the report that was sent from one of the firefighters. Mayor Ross asked Chief Harrington if he was aware of mold in the fire station prior to this report. Chief Harrington answered there were ceiling tiles that appeared to have mold on them but that was pure speculation. Mayor Ross asked Chief Harrington if he was aware a test was being done and if so did he notify someone. Chief Harrington answered he was aware the test was being done and he notified the City Manager of the testing. Mayor Ross asked Chief Harrington if he was present during the testing. Chief Harrington answered no. Mayor Ross asked how they can confirm the test was done at Station 28. Chief Harrington answered he was told. Mayor Ross asked by who. Chief Harrington answered Captain Lasseter. Mayor Ross asked if there was a protocol or process followed for this testing. Chief Harrington said he was approached and asked if a kit could be purchased off the Internet to take samples. Mayor Ross asked what name we attach to this complaint. Mayor Ross asked Chief Harrington if this mold report was included in his initial Fire Chiefs Report for tonight's meeting. Chief Harrington answered yes. Chief Harrington said he wants to verify this report. Mayor Ross said we do not know if this report is in fact from Station 28.

Commissioner Green said at the end of the day we could potentially have mold in a City owned building and they have a responsibility to assure that they are not putting employees in harm's way. While the Mayor is correct that information cannot be sent anonymously they need to look into the potential issue.

Mayor Ross does not dispute safety concerns. His difficulty is that they are to trust a firefighter that did not perform this test in front of the Chief who has never reported mold. He also stated they are to trust the same individuals who could not be trusted to not abuse the thermostat device in the fire station. Chief Harrington said the firefighters have since adhered to the thermostat temperature policy. Mayor Ross responded and if he can show to the contrary.

Mayor Ross asked City Manager Eggleston if we performed an independent test. City Manager Eggleston answered yes. Mayor Ross asked that the results be placed on the agenda once received.

Commissioner Shrouder does not understand why this is an agenda item. He would think the process is to go to the City Manager to verify the information. Why are we posting anonymous reports to the agenda?

Commissioner Mallozzi said it was placed on the agenda because she wants to do everything in the open and not behind closed doors. If there is mold it can affect everyone entering the building.

Commissioner Shrouder asked Chief Harrington if he was aware of complaints. Chief Harrington answered no he was just asked if the firefighter could take a sample. Commissioner Shrouder said he

would assume if the Chief was alerted of a possible issue he would place a work order to have Public Works come and look into the situation. He said this item should not have been placed on the agenda.

Commissioner Katzman said if there is mold they all agree it should be addressed.

Mayor Ross asked where the mold example was taken from was it near the air conditioning leaks. Chief Harrington said the report noted several areas.

**20. Purchase and installation of heaters/chillers from Symbiont Services Corporation. – Parks and Recreation**

Parks and Recreation Supervisor Joshua Rhodes advised the unit has been around nearly 15 years and the item is confirmed to be a single source.

Commissioner Shrouder said this company is not the only producer of the parts needed. Steve from Symboint Services Corporation said symbiont services invented these heaters nearly 40 years ago. We are the sole source in the State of Florida.

Commissioner Shrouder said the company is not a sole source for heater pumps. Many cities have put out bids for pool pumps. He read his concerns with the terms and conditions as follows: this proposal is subject to change without notice, customer shall pay, or shall be liable for 10% liquidated damages and when the price for any item of materials to be used on the project increases by more than 5%, or between contract signing material purchase customers shall pay the contractor on request. All sums by which the cost to contractor for material items has increased beyond 5%. The City's policy is not to ratify contracts of vendors. The contract also waves a specific completion date. The item was not done correctly through procurement.

Commissioner Green asked City Attorney Horowitz if he has reviewed the item. City Attorney Horowitz said he did review the agreement and there is some language included that is a matter of law but the issues Commissioner Shrouder is raising are business decisions. The code clearly delineates between single-source purchases and sole source purchases. A single source purchase refers to a supply source for goods or services to which purchases are directed because of issues related to standardization warranty or other factors, even though competitive sources may be available. This may be a situation where there are other competitive options out there and he is aware of other cities that have gone out to bid for these particular pumps. That's not to say there's not necessarily a competitive process available. Based on discussions with your professional staff because we use these geothermal pumps and we want to continue using the pump system that we have in place there may be a single source, not a sole source opportunity because of standardization and because of warranty.

Commissioner Green said if this company designed the heaters and chillers that we are using in the City it is a viable process.

Commissioner Shrouder said the backup reads that this item is a total replacement. We have had issues with procurement in the past. If this is a replacement of a single part he would understand the item.

Commissioner Katzman inaudible (microphone is off).

Commissioner Shrouder asked if the memorandum from the Director was added on the previous agenda. City Manager Eggleston said yes it was added to the agenda with the backup.

Commissioner Katzman said the memorandum states we can use the single source when there is only one economically feasible source for the required supply services. He asked Supervisor Rhodes if this is the only economically feasible source. Supervisor Rhodes said the warranty is covered with this vendor. Commissioner Katzman asked if this is the only system that combines the heaters and chillers in one. Steve from Symboint Services Corporation answered yes.

Commissioner Shrouder said the City of Fort Lauderdale put their system out to bid.

Mayor Ross asked Steve from Symboint Services Corporation who their greatest competitor is. Steve replied they do not have one. Geothermal heaters are specific to his company and they have a life span of 15 years. Mayor Ross asked if the system that he intends to install can be integrated with another system. Steve answered yes, but the system would not operate in full and it would be more expensive. Mayor Ross asked if all heaters are currently down. Supervisor Rhodes answered three heaters are not working.

Commissioner Katzman asked City Manager Eggleston his insights from speaking to Purchasing. City Manager Eggleston said they can table the item if the Commission prefers. These units are 15 years old. He would like procurement to take a further look at the item.

Commissioner Green said we have three heaters down at the pool and the residents are asking when this can be addressed.

Commissioner Katzman asked City Attorney Horowitz if they are within their legal scope. City Attorney Horowitz said we are relying on professional staff when it comes to the nature of this particular work that is being repaired. There is a memorandum in the backup from the Parks and Recreation Director that includes language that confirms the single source criteria under our procurement code. He also advised the Code has an emergency purchase provision that has certain requirements.

Commissioner Shrouder said he does not believe a pool in South Florida being heated constitutes an emergency.

Commissioner Green said he is sensitive to the needs of the community and he has seen children at the Pool and Tennis Center with blankets at the pool.

Commissioner Katzman said if the City Manager believes it is an emergency then they have the information to move forward. He also advised the Pool and Tennis Center has staggering hours. The facilities need to be open for residents that work.

City Manager Eggleston said they can invest in getting one or two of the heaters up and running and they want to assure the Commission they are doing everything they can to get the procurement issues corrected. Steve from Symboint Services Corporation said the pool needs four units to maintain temperature during heating season.

Mayor Ross said he is not convinced to move forward on this matter tonight.

**MOTION:** Commissioner Shrouder moved to table item 20. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (3-2)

YES: Commissioners Katzman, Shrouder and Mayor Ross

NO: Commissioners Mallozzi and Green

Commissioner Shrouder asked that the open ended contract related to costs be addressed before the item is brought back on the agenda.

**21. Memorandum of Understanding between the City and Optimist Club of Cooper City for the sand purchase at the volleyball courts located in the Suellen H. Fardelmann Sports Complex - Parks and Recreation**

Commissioner Shrouder made a motion to table item 21. No second the motion died.

Supervisor Rhodes explained this item is for the purchase of sand for the volleyball courts in the amount of $18,000 dollars from the fiscal year 2025 budget. In the past the Optimist Club purchased their own sand but due to raising costs they are asking the City to purchase the sand using the fees collected from the Optimist Club.

Commissioner Katzman said he was under the impression there would be a meeting with the Optimist to address ongoing issues. City Manager Eggleston said he has met with the Optimist Club and has another meeting planned. Commissioner Katzman does not understand why we cannot buy the sand outright and is unsure why this is the only item being addressed.

City Attorney Horowitz said the memorandum is not legally required.

Commissioner Green asked if the City Manager can purchase the sand for the courts. City Attorney Horowitz said $18,000 is within the City Managers purview. Commissioner Green said from what he understands the Optimist replace the sand but other individuals use the courts. He asked if we are reimbursing the Optimist for sand already purchased. City Manager Eggleston said the item does not cover cost from the prior year. Commissioner Green said the Commission previously spoke on reimbursing the Optimist for the sand they purchased for the City facility and he would like the item to be placed on an upcoming agenda.

Mayor Ross asked what revenue the Optimist take in from volleyball. Supervisor Rhodes does not have that figure with him tonight. Mayor Ross would like that information.

Commissioner Green would like to have the figures the City has spent on pickle ball.

Mayor Ross would like the soccer figures as well.

Commissioner Shrouder said this item needs to be a part of a bigger picture. The Commission was informed the Optimist is not meeting the resident requirements and there have been other ongoing issues. He would like to have more influence on where teams play. He does want to piecemeal these items. He asked why residents have to play at the older facilities and the travel soccer team plays at the newly built multimillion dollar facility. Supervisor Rhodes said the City does not select the location of play.

Mayor Ross said the Commission has questions and do not have the revenue numbers. He would prefer to table the item.

Commissioner Shrouder would like to hold a Special Meeting to address these issues.

Commissioner Mallozzi said Flamingo West is utilized less due to field size and lack of referees.

Commissioner Katzman inaudible.

Commissioner Mallozzi explained the referees stay mainly at one facility due to a lack of referees. She explained the field numbers at Flamingo West were all that they were allowed to have due to drainage and parking. She also spoke on the Optimist trying to accomplish the residency requirements.

Consensus was reached to schedule a Special Meeting regarding the sand purchase, reimbursing the past purchases of sand and other issues regarding the Optimist.

**ORDINANCES ON FIRST READING**

22. **Ordinance No. 23 -27 (Finance)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

**MOTION:** Commissioner Green moved to approve Ordinance 23-27. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

23. **Ordinance 23-28 (Commission)**

City Attorney Horowitz read " AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE" by title. – **Commissioner Mallozzi**

**MOTION:** Commissioner Shrouder moved to approve Ordinance 23-28. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

24. **Ordinance 23-29 (Administration)**

City Attorney Horowitz read " AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

**MOTION:** Commissioner Shrouder moved to approve Ordinance 23-29. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

25. **Ordinance 23-30 (Administration)**

City Attorney Horowitz read " AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE" by title.

Commissioner Shrouder said that this item was placed out for bid for the first time in years and the recommendation is to approve a contract that is almost 25% less than our current contract.

Kirk Buffinghton, Procurement Consultant for the City said they received some very good and strong responses.

Commissioner Shrouder asked Mr. Buffinghton if he has ever heard of a City not putting out a solid waste contract in over 20 years. Mr. Buffinghton answered no.

Commissioner Katzman asked the City Manager to give a brief overview of what they are voting on tonight. City Manager Eggleston said there are two items for consideration tonight. Waste Management has been the service provider to the City for 23 years. There were four companies that submitted proposals. The Evaluation Committee convened on three occasions to hear presentations and the best and final offer. The Evaluation Committee has recommended that the city execute a franchise agreement with Coastal Waste and Recycling for residential commercial, solid waste and recycling and a separate agreement with Eastern Waste Systems for bulk waste collection. This is a multiyear agreement and the prices on the residential side are down roughly 21%. Both contract proposals have a 5% annual CPI increase but the benefit to the City is that we have those numbers for the next seven years. A Solid Waste Coordinator position is also included and funding is made available through this RFP. From a service side residents should expect the same level of service and pickup days will remain the same.

Commissioner Green thanked Mr. Buffinghton for his assistance. He said over the past 13 years he has only received two complaints about Waste Management. He prefers the longevity and the level of service Waste Management provides. He also disclosed he has received campaign contributions in the past from Waste Management.

Commissioner Shrouder stated he has never received campaign contributions from any solid waste company.

Commissioner Katzman said he has never received campaign contributions from any solid waste company

Commissioner Mallozzi has not received campaign contributions from Costal Waste but has from Waste Management.

Commissioner Mallozzi asked if Costal provides scholarship opportunities. City Manager Eggleston answered yes. She also said she has friendships with members of Waste Management. In general she

has been very happy with Waste Management. She also believes the price is so low due to them potentially being bought out. She asked Mr. Buffinghton if we can use negotiation in all our city procurements. Mr. Buffinghton said the code does provide for methodology called invitation to negotiate.

City Manager Eggleston advised the Evaluation Committee did go through the best and final offer process.

City Attorney Horowitz said the City determined a RFP was the appropriate response for Solid Waste. With the RFP process we have a mechanism known as best and final offer.

City Manager Eggleston said the best and final offer process resulted in Waste Management lowering their price by $4.39 million and Costal reducing theirs $1.26 million.

Mayor Ross disclosed he has received campaign contributions from Waste Management. He thanked the Evaluation Committee for their work. Mayor Ross asked if service will remain the same. Mr. Buffinghton confirmed there will not be a change in service. He thanked Waste Management for their service and he was assured the transition will be seamless. He is thankful for the friendships he has made with Waste Management but he has to make the best decision for the residents.

Commissioner Shrouder said the fact that the contract will be 21% cheaper and a position is included is a significant savings for the City. This is a great example of what happens when you professionally procure services.

**MOTION:** Commissioner Shrouder moved to approve Ordinance 23-30. Commissioner Katzman seconded the motion which prevailed by the following roll call vote. (3-2)

NO: Commissioners Mallozzi and Green

YES: Commissioners Katzman, Shrouder and Mayor Ross

26. **Ordinance 23-31 (Administration)**

City Attorney Horowitz read " AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE" by title.

Commissioner Shrouder asked if we need to approve a certain level of service with this item. City Manager Eggleston said the current schedule will remain intact and special pickups can be arranged at cost to the residents. He asked if we have savings. City Manager Eggleston said it is a savings of a dollar per resident per month. Commissioner Shrouder said this is the same company that picks up our bulk today and will be saving money due to the procurement process.

Disclosures:

Commissioner Mallozzi: No campaign contributions from Eastern Waste Systems.

Commissioner Katzman: No campaign contributions from Eastern Waste Systems.

Commissioner Shrouder: No campaign contributions from Eastern Waste Systems.

Commissioner Green: No campaign contributions from Eastern Waste Systems.

Mayor Ross: No campaign contributions from Eastern Waste Systems.

**MOTION:** Commissioner Shrouder moved to approve Ordinance 23-31. Commissioner Katzman seconded the motion which prevailed by the following roll call vote. (3-2)

NO: Commissioners Mallozzi and Green

YES: Commissioners Katzman, Shrouder and Mayor Ross

27. **Ordinance 23-32 (Parks and Recreation)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION;" BY SPECIFICALLY AMENDING ARTICLE III, SECTION 12-46, ENTITLED "PERMITS;" REQUIRING A PERMIT FOR GATHERINGS AT CITY PARKS OF MORE THAN SEVEN (7) INDIVIDUALS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE" by title.

Commissioner Mallozzi said she sees the fields being destroyed firsthand and coaches making money on the City fields. Groups of 40 people are gathering on the fields abusing the sod.

Commissioner Green agrees with Commissioner Mallozzi and said this gives the City an opportunity to narrow down the use of the fields.

Commissioner Shrouder asked the City Manager who recommended this code change. City Manager Eggleston said this came from the Parks and Recreation Director. Commissioner Shrouder asked Supervisor Rhodes who is in charge of the fields and whose recommendation this item was. Supervisor Rhodes said this item stemmed from a discussion at a previous meeting regarding permits. Commissioner Shrouder asked Supervisor Rhodes if this is his recommendation. Supervisor Rhodes answered no. Commissioner Shrouder said this item sounds like it was put forward without the correct person's name attached to it. Supervisor Rhodes said there are issues at the fields but there is a difference between family use and professional use. Commissioner Shrouder said the City of Deerfield Beach went through an extensive process to assure their fields are not used for profit. He believes the City should explore better language to address those instances but he does not believe this change is efficient. He believes this adds to the use of Flamingo West by non-residents and he wants all residents to be able to play at Flamingo West Park without permits.

Commissioner Green said he is at Flamingo West Park every Monday and sees nonresidents utilizing the fields. Commissioner Green asked what we do to address professionals utilizing our fields. Supervisor Rhodes answered this year they have utilized a second permit process for trainers.

Commissioner Green believes they should be more restrictive on the use of the parks. He also said they need to place rules on what can be done on the fields.

Commissioner Katzman said signage needs placed at the parks indicating that certain equipment cannot be used. The code currently has a limit of 20 individuals on the field.

Commissioner Mallozzi said there is a group of individuals utilizing the field every Monday and Wednesday that are not residents.

Commissioner Katzman does not want to limit a number of children allowed to play on the fields.

Mayor Ross said charging a family of seven to play on the field is ridiculous. Mayor Ross said if someone is abusing the rules at the park a call can be made to several individuals.

**MOTION:** Commissioner Mallozzi moved to approve Ordinance 23-32. Commissioner Green seconded the motion which failed by the following roll call vote (4-1)

YES: Commissioner Mallozzi

NO: Commissioners Katzman, Shrouder, Green and Mayor Ross

Commissioner Shrouder asked that the concerns Commissioner Mallozzi brought up about the violations to the current ordinance be addressed.

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

28. **Ordinance No. 23 -24 - (Finance)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 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 Katzman moved to approve Ordinance 23-24. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

**CITY MANAGER REPORT**

29. MHWAB Recommendation

City Manager Eggleston thanked the team that helped with the Solid Waste RFP and evaluation committee.

Commissioner Shrouder asked if the City can display some information indicating the change of service for solid waste that includes the savings and no disruption in service. City Manager Eggleston said he will work on literature to release closer to second reading and the rates will come back to the Commission as well.

**CITY ATTORNEY REPORT**

City Attorney Horowitz advised Senate Bill 104 will eliminate the City's ability to charge a 25% surcharge to customers outside of our borders. He will monitor the bill and update the Commission accordingly.

**POLICE CHIEF'S REPORT**

30. Police Chief's Report

Captain De Giovanni advised Embassy Creek Elementary School will hold their Jungle Bell Jog event on December 22, 2023 with District 16 assisting with road closures. He also advised they have publish communications regarding the Stars Grant and received several interested applications. The COP Dinner held last week was a huge success and advised this year the program had 800 more volunteer hours than last year. He thanked all residents who volunteer their time to help promote safety in the City. He wished all residents a Happy Hanukkah, Christmas and New Year and said District 16 will be on hand at festivities across the City. He also read a letter from a resident regarding the Santa Letter her daughter received from District 16.

Mayor Ross apologized he was late to the COP dinner due to a scheduling conflict and thanked the COP's for all their work and for all who are involved in the Santa Letter Program.

**FIRE CHIEF'S REPORT**

31. Fire Chief's Report

Chief Harrington advised the hydrant design project is underway with hydrants in Embassy Creek being completed. Last night Quint 28 was a part of the Menorah lighting at Embassy Lakes. Santa visits will held this weekend. An appreciation dinner for Fire CERT members will be held in January and he will relay the date and time when confirmed.

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

Commissioner Green welcomed the new CFO to the City and thanked Captain De Giovanni and Sergeant Nieves for their help with a tour of the Real Time Crime Center. He wished everyone a Happy Hanukkah and Merry Christmas.

Commissioner Shrouder inaudible (microphone was off).

Commissioner Katzman thanked the procurement team for all the work on the solid waste RFP. He also thanked Waste Management for all their work with the City. He thanked Captain De Giovanni and Chief

Harrington for their assistance at the Menorah lighting and advised there with be a Menorah lighting in Rock Creek.

Commissioner Mallozzi wished everyone a Happy Hanukkah, Christmas, Kwanza and New Year.

Mayor Ross wished everyone a happy holidays and thanked Waste Management for all their service to the City over the years.

**ADDITIONAL PUBLIC COMMENTS (3 MINUTES)**

Anthony Solajes, spoke on his concerns regarding Ordinance 23-25.

**ADJOURNMENT**

The meeting adjourned at 10:51 PM.

## 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.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

## DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:31.720 --> 00:00:33.479

Cooper City Hall: Good evening, ladies and gentlemen.

2

00:00:34.650 --> 00:00:40.049

Cooper City Hall: welcome to the Cooper City Commission regular meeting, December twelfth. It is now 6 30,

3

00:00:40.120 --> 00:00:47.509

Cooper City Hall: and I will turn it over to Commissioner Katzmann regarding the pledge. Thank you, Mayor.

4

00:00:47.920 --> 00:00:48.970

Cooper City Hall: I

5

00:00:49.290 --> 00:01:01.590

Cooper City Hall: had an opportunity. I was invited by one of our local Girl Scout troops. Troop 1, 4, 2, 1, 8, to present to them about local government.

6

00:01:01.670 --> 00:01:09.579

Cooper City Hall: month or 2 ago, and they earned their government and civics badge. So congratulations to this group. And and

7

00:01:09.740 --> 00:01:17.910

Cooper City Hall: I want to invite Troop Leader Jennifer Hernandez, and the girls to say the pledge of allegiance, please. So if everyone can please, stand

8

00:01:35.230 --> 00:01:38.249

Cooper City Hall: illegal through the flag.

9

00:01:38.560 --> 00:01:44.260

Cooper City Hall: United States of America be the Republicans

10

00:01:44.330 --> 00:01:48.010

Cooper City Hall: one nation under God. indivisible.

11

00:01:51.240 --> 00:01:52.610

Cooper City Hall: And

12

00:01:54.940 --> 00:01:55.920

we 2 billion

13

00:01:56.210 --> 00:02:04.629

Cooper City Hall: so if if we can, on behalf of the Mayor. If we can invite everybody to come down we have some certificates for the members of the troop.

14

00:02:49.360 --> 00:02:50.899

Cooper City Hall: Emma Cortez.

15

00:02:57.660 --> 00:02:59.470

Cooper City Hall: Violetta Gomez

16

00:03:02.000 --> 00:03:02.769

Cooper City Hall: per month.

17

00:03:04.150 --> 00:03:05.119

Cooper City Hall: What's up, mom?

18

00:03:06.690 --> 00:03:08.810

Cooper City Hall: Karina Hernandez.

19

00:03:14.790 --> 00:03:16.190

Cooper City Hall: Ella, joiner

20

00:03:20.810 --> 00:03:23.149

Cooper City Hall: Lexi! How do you pronounce the last name?

21

00:03:24.110 --> 00:03:25.230

Katzmann?

22

00:03:25.370 --> 00:03:26.250

Cooper City Hall: That right

23

00:03:31.250 --> 00:03:36.120

Cooper City Hall: Aria is not here? Aria Patel Mackenzie, Samuelson.

24

00:03:40.570 --> 00:03:42.320

Cooper City Hall: Naomi Serrano.

25

00:03:45.560 --> 00:03:52.529

Cooper City Hall: and Ella Schellenberg. Good job. So we'll just take a quick picture with you and congratulations. Thank you.

26

00:04:47.220 --> 00:04:55.090

Cooper City Hall: Order smart practices to the residential Florida Department of Health is designated Cooper City as a water smart community.

27

00:04:55.290 --> 00:05:02.189

Cooper City Hall: and we have Morgan, Flynn, Broward, County Health Department presenting who is there? You go.

28

00:05:02.380 --> 00:05:03.820

Cooper City Hall: Thank you very much.

29

00:05:13.940 --> 00:05:18.270

Cooper City Hall: Good morning. Everyone. Actually, Morgan is not here tonight. so I'm here.

30

00:05:22.550 --> 00:05:24.090

Cooper City Hall: I'm Rita Kenazet

31

00:05:25.420 --> 00:05:26.999

Cooper City Hall: is trying to adjust. This might be

32

00:05:34.690 --> 00:05:37.889

Cooper City Hall: good evening, Mr. Mayor and City Council members.

33

00:05:39.070 --> 00:05:50.490

Cooper City Hall: My name is Rita Kenizay. I am a senior health educator at the Florida Department of Health in Broward County, with the drowning prevention program, also known as Watersmart Broward.

34

00:05:51.480 --> 00:05:58.809

Cooper City Hall: I will be going over the achievements Cooper City was able to complete in promoting drowning, Prevention and Water safety

35

00:05:59.180 --> 00:06:03.040

Cooper City Hall: across the city and present a designation to the city.

36

00:06:05.450 --> 00:06:20.400

Cooper City Hall: Watersmart Broward is a local county initiative designed to promote water, safety and drowning prevention for the Broward county residents. It is operated in partnership with the Children's Services Council of Broward County.

37

00:06:20.670 --> 00:06:30.760

Cooper City Hall: Howard County Parks and Recreation. and the Florida Department of Health. the mission of Watersmark broward is to protect children from drowning fatalities

38

00:06:30.840 --> 00:06:39.699

Cooper City Hall: and aquatic related disabilities and injuries by promoting safer behaviors and strategic community-wide education.

39

00:06:41.330 --> 00:06:50.740

Cooper City Hall: the water smart communities. Initiative works with employees of municipalities to promote water, safety and drowning prevention in their city.

40

00:06:51.240 --> 00:06:57.070

Cooper City Hall: Cooper City's parks and recreation staff have worked to implement best water, safety practices.

41

00:06:57.640 --> 00:07:05.939

Cooper City Hall: All of the following are the achievements, Cooper City completed to receive a water smart community designation in the bronze tier.

42

00:07:06.910 --> 00:07:13.060

Cooper City Hall: First, the city included drowning prevention, education in municipal sponsored events.

43

00:07:13.580 --> 00:07:21.710

Cooper City Hall: Second, Cooper City provided drowning, prevention, education during municipality, car seat installation events.

44

00:07:21.940 --> 00:07:30.150

Cooper City Hall: Third, it used the water smart logo on various municipal communications, such as on utility bills.

45

00:07:30.170 --> 00:07:33.140

Cooper City Hall: newsletters, and on community bulletins.

46

00:07:33.470 --> 00:07:40.330

Cooper City Hall: Fourth, the city played water, smart broward psas in locations that residents frequently visit

47

00:07:40.870 --> 00:07:41.630

Cooper City Hall: fifth

48

00:07:41.730 --> 00:07:53.109

Cooper City Hall: Cooper City, engaged with multi-unit housing complexes to install free water, smart broward, pool, safety signage, and provided educational materials to residents.

49

00:07:53.530 --> 00:08:00.480

Cooper City Hall: 6. It hosted an annual health and wellness, safety event where the water safety information was distributed.

50

00:08:01.000 --> 00:08:12.410

Cooper City Hall: Seventh Cooper City promoted Florida. Statute 515.27, which explains residential swimming pool requirements related to pool safety

51

00:08:12.580 --> 00:08:18.140

Cooper City Hall: features for pools built after October first, sorry. October first, 2,000,

52

00:08:18.530 --> 00:08:23.950

Cooper City Hall: and lastly, the city became an active member of the Johnny Prevention Task force

53

00:08:26.450 --> 00:08:39.469

Cooper City Hall: as the city made strides to promote water, smart practices to the residents of Cooper City. The Florida Department of Health has designated Cooper City as a water smart community in the bronze tier congratulations.

54

00:08:42.770 --> 00:08:44.690

Cooper City Hall: And this is the plug

55

00:08:48.650 --> 00:09:02.530

very much, but I do not loan behind us in the audience, and it like. join us as well. Cross roads. Joe Inkney students, please come on up because you are already

56

00:09:02.600 --> 00:09:03.829

large. Part of

57

00:09:59.770 --> 00:10:05.399

Cooper City Hall: I've saved the best for last. We've got rick case bikes for kids. Program. Proclamation

58

00:10:06.140 --> 00:10:09.560

Cooper City Hall: 2023. Come on up. This is Rachel Case.

59

00:10:10.780 --> 00:10:15.770

Cooper City Hall: Raquel. Rachel, my apologies. I'm I'm going around.

60

00:10:16.210 --> 00:10:29.599

Cooper City Hall: I've met you, brother met your father, met your mother. Now I get to meet you. Congratulations. Thank you very much, and thank you for this. 2023 marks. The 40 first anniversary of the Rick case fights for kids program

61

00:10:29.970 --> 00:10:40.260

Cooper City Hall: as and accepting the proclamation is raquel case, and she's the daughter of Frickin Rita case, and it reads as follows, whereas

62

00:10:40.320 --> 00:11:04.430

Cooper City Hall: the 2023 marks the 40 first anniversary of the Rick case bikes for kids program, whereas this program works in conjunction with the boys and girls, clubs and other local charities and churches, to collect and distribute bikes to serving children in our area during the holiday season, whereas bikes for kids hopes to increase those numbers this year, and whereas, although the spirit of certain of giving certainly has personal rewards.

63

00:11:04.530 --> 00:11:33.039

Cooper City Hall: Steve Cooper city wishes to reward everyone involved for Job. Well done. Now, therefore, I, Greg. Ross, Merritt, City, Super City, for our county State of Florida, and City Commission, hereby proclaim, December twelfth, 2023, at Rick case bikes for Kids Day, City, Super City witness whereby to set my hand and quote the great Seal, the City Super City for our county State of Florida City, 12, save 2023 time by myself. It's Mayor on behalf of commission. Thank you for all you do.

64

00:11:33.160 --> 00:11:37.660

Cooper City Hall: you'll get away.

65

00:11:38.160 --> 00:11:39.989

Cooper City Hall: Thank you all. Thank

66

00:11:40.730 --> 00:11:42.250

Councilman. With you

67

00:13:37.400 --> 00:13:41.520

Cooper City Hall: next we have the Cooper City

68

00:13:42.110 --> 00:13:48.189

Cooper City Hall: wide traffic calming study. We've got the study that was completed by Cornindino group

69

00:13:48.870 --> 00:13:52.380

Cooper City Hall: along 51 quarter segments within Cooper City

70

00:13:52.480 --> 00:13:55.859

Cooper City Hall: here to present the results of this study is Eric

71

00:13:56.210 --> 00:13:59.099

Cooper City Hall: during knees to do westing.

72

00:13:59.900 --> 00:14:02.269

Cooper City Hall: and II try.

73

00:14:02.530 --> 00:14:04.309

Cooper City Hall: And I'm going to leave it like that.

74

00:14:07.000 --> 00:14:07.849

There need.

75

00:14:08.360 --> 00:14:09.820

Cooper City Hall: Okay, good

76

00:14:12.930 --> 00:14:14.199

Cooper City Hall: is your mic on

77

00:14:16.860 --> 00:14:17.710

Testament

78

00:14:18.340 --> 00:14:19.170

Cooper City Hall: we hear.

79

00:14:25.390 --> 00:14:26.100

Cooper City Hall: Hello.

80

00:14:27.740 --> 00:14:28.570

there.

81

00:14:29.350 --> 00:14:34.049

Cooper City Hall: city manager and city. Hello! Okay, alright.

82

00:14:35.080 --> 00:14:39.040

Cooper City Hall: Never thought I was too tall for a mic. I was first time for everything

83

00:14:39.520 --> 00:14:46.440

Cooper City Hall:  wanted to. I was asked to come here to give you guys an update on that.

84

00:14:46.450 --> 00:14:50.430

Cooper City Hall: the citywide traffic comic study we have

85

00:14:52.440 --> 00:14:53.440

Cooper City Hall: present. Thank you.

86

00:14:55.520 --> 00:15:00.900

Cooper City Hall: Is it on, you guys? A screen? Okay, Jonathan, could we please? Alright.

87

00:15:02.050 --> 00:15:02.720

thank you.

88

00:15:03.370 --> 00:15:09.759

Cooper City Hall:  The last we last spoke I wanted to give a quick update on where we're at with the

89

00:15:09.800 --> 00:15:10.960

Cooper City Hall: draft study.

90

00:15:11.250 --> 00:15:15.130

Cooper City Hall: the traffic calming study leads along 51 quarter segments

91

00:15:15.620 --> 00:15:17.509

mentioned within the city.

92

00:15:18.080 --> 00:15:21.060

Cooper City Hall: Those segments we work with staff to

93

00:15:21.240 --> 00:15:24.489

Cooper City Hall: identify which which locations to

94

00:15:24.710 --> 00:15:28.650

Cooper City Hall: the do data collection and analysis crash review on

95

00:15:28.840 --> 00:15:33.799

Cooper City Hall:  the criterion standards that we follow when we do. A

96

00:15:33.940 --> 00:15:38.130

Cooper City Hall: traffic climbing study includes the 2018 4 degree and book fiction, fee.

97

00:15:38.430 --> 00:15:43.740

Cooper City Hall: manual and uniform minimum standards for design, construction, maintenance for streets and highways.

98

00:15:44.370 --> 00:15:46.710

Cooper City Hall: more on local streets.

99

00:15:46.830 --> 00:15:48.150

Dude the

100

00:15:48.340 --> 00:15:50.210

Cooper City Hall: Ftot. Yeah road network.

101

00:15:50.680 --> 00:15:52.539

Cooper City Hall: And then the city of Cooper City

102

00:15:53.980 --> 00:15:56.960

Cooper City Hall: traffic calming devices. Section of the code of ordinances.

103

00:15:57.420 --> 00:15:59.510

Cooper City Hall: Section 17. Hyphen 38.

104

00:15:59.950 --> 00:16:01.000

Public road

105

00:16:05.450 --> 00:16:08.170

Cooper City Hall: 72 are bi-directional accounts collected.

106

00:16:09.290 --> 00:16:10.010

the service

107

00:16:10.290 --> 00:16:11.740

Cooper City Hall: feed and volume

108

00:16:11.850 --> 00:16:18.130

Cooper City Hall: along the 51 road segments. That data was collected in mid-may and the June of 2023,

109

00:16:18.460 --> 00:16:24.089

Cooper City Hall: we completed a network screening using program called signal for analytics

110

00:16:24.700 --> 00:16:27.670

Cooper City Hall: at a university of Florida. It's a peer-based

111

00:16:28.170 --> 00:16:32.250

Cooper City Hall: Crash identification program

112

00:16:32.660 --> 00:16:34.459

based like set at U up

113

00:16:34.830 --> 00:16:38.180

Cooper City Hall:  crash data is updated nightly.

114

00:16:38.360 --> 00:16:45.429

Cooper City Hall: We did a crash review from 8, one. 2018 to July 30, first, 2023 was frequently

115

00:16:46.020 --> 00:16:53.050

Cooper City Hall: we did. Field reviews were completed on the quarters where the 80 fifth percentile speeded the post speed limits

116

00:16:53.100 --> 00:16:54.270

Cooper City Hall: out of those 50 words.

117

00:16:55.190 --> 00:16:56.020

Orders

118

00:16:58.070 --> 00:17:04.749

Cooper City Hall: up on the screen are the only quarters, but these are the key quarters that were identified prior to starting.

119

00:17:04.869 --> 00:17:08.389

Cooper City Hall: So I'm gonna kind of go over these locations

120

00:17:08.550 --> 00:17:11.350

Cooper City Hall: which aren't the only ones that have

121

00:17:11.720 --> 00:17:13.839

Cooper City Hall: feeding which would work.

122

00:17:14.260 --> 00:17:21.810

Cooper City Hall: you know. Where would we consider anything over 4 miles per hour over the posted speed limit? But these are the key quarters that we will view.

123

00:17:21.869 --> 00:17:30.509

Cooper City Hall: You can see the posted speed limit. 80 fifth percentile speed the miles per hour over the 80 fifth percentile speed. And then the volume

124

00:17:31.280 --> 00:17:36.379

Cooper City Hall: as a point of note, the 85%. I'll speak typically the

125

00:17:36.630 --> 00:17:37.609

Cooper City Hall: speed limit

126

00:17:38.260 --> 00:17:44.680

Cooper City Hall: that the post is below set at. So if you see fees that are over that. That means you have.

127

00:17:47.870 --> 00:17:50.259

Cooper City Hall: We'll go through each one of these locations

128

00:17:51.260 --> 00:17:52.240

Cooper City Hall: of note

129

00:17:53.590 --> 00:17:55.010

Cooper City Hall: first, one is

130

00:17:55.200 --> 00:18:03.139

Cooper City Hall: 100 and Eighteenth Avenue for 40 Ninth Street, second street posted speed limit along that quarter is 25 miles per hour.

131

00:18:03.640 --> 00:18:07.930

Cooper City Hall: 85% south speed was 34. So you're about 9 miles per hour over

132

00:18:08.170 --> 00:18:11.579

Cooper City Hall: one other note. I didn't touch on it. Criterion Standard

133

00:18:12.120 --> 00:18:15.530

Cooper City Hall: and the Super City Code meetings.

134

00:18:15.550 --> 00:18:24.770

Cooper City Hall: volume criteria for placing traffic plumbing device on local roads between 500 cars per day to 3,000 or 2,000 cars per day.

135

00:18:26.010 --> 00:18:28.740

Cooper City Hall: The I mentioned another Standard green book.

136

00:18:28.880 --> 00:18:34.259

Cooper City Hall: those up and ask of those up to 3,000 vehicles per day. So you'll see some that are over that 2,000.

137

00:18:34.280 --> 00:18:41.039

Cooper City Hall: But do you fall within 3,000? The volume on this facility is 2,716 vehicles a day.

138

00:18:41.250 --> 00:18:45.119

Cooper City Hall: We proposed, as far as our recommended improvement

139

00:18:45.980 --> 00:18:55.150

Cooper City Hall: is a speed table along one Eighteenth Avenue and upwards Fiftieth Street. I'm sorry. Speed table like a race intersection at the intersection of Fiftieth

140

00:18:55.360 --> 00:18:56.150

Cooper City Hall: Breathe

141

00:18:56.260 --> 00:19:05.529

Cooper City Hall: and one Eighteenth Avenue that, as well as the speed. Hum. It's a long quarter of speed along that route. So we're kind of going with multiple traffic on these.

142

00:19:09.800 --> 00:19:13.009

Cooper City Hall: Here's another example. You can see that the right.

143

00:19:13.090 --> 00:19:19.610

Cooper City Hall: There's more of a speed table raised intersection through an intersection, and then a speed table can be more than just a speed hump.

144

00:19:19.790 --> 00:19:22.170

Cooper City Hall: There's the picture to the left. That's in the

145

00:19:22.400 --> 00:19:26.459

Cooper City Hall: National Association of City Transportation officials back, though. Guide.

146

00:19:30.450 --> 00:19:33.830

Cooper City Hall: Next location is Titus Road.

147

00:19:34.220 --> 00:19:37.540

Cooper City Hall: between Sterling Road at 50 Fifth Street

148

00:19:38.850 --> 00:19:41.119

Cooper City Hall: there were recommended. This is.

149

00:19:41.360 --> 00:19:43.439

Cooper City Hall: it's north of Stirling Road.

150

00:19:43.540 --> 00:19:47.580

Cooper City Hall: This is where you have that curve at the end of the road. Very sharp curve

151

00:19:47.770 --> 00:19:52.900

Cooper City Hall:  the post. It speeds 30, 80, fifth percentile, 45

152

00:19:53.010 --> 00:19:58.049

Cooper City Hall: for people. generally going 15 miles per hour over that postage speed limit.

153

00:19:58.360 --> 00:20:03.999

Cooper City Hall: So it's very concerning along that stretch. The volume is low volume at 307, but we're

154

00:20:04.390 --> 00:20:11.129

Cooper City Hall: our recommended improvements. The proposed couple. Traffic be humps along that location between

155

00:20:11.140 --> 00:20:14.079

Cooper City Hall: one between 50 Fifth Street and 50 Sixth Fourth.

156

00:20:14.500 --> 00:20:18.499

Cooper City Hall: and then another location between 50 Seventh Circle and 50 Ninth Street.

157

00:20:21.930 --> 00:20:25.020

Cooper City Hall: Sample speed table

158

00:20:25.280 --> 00:20:29.979

Cooper City Hall: abbreviated speed table or speed humps are slightly different, but that's both. Both

159

00:20:30.050 --> 00:20:31.739

Cooper City Hall: traffic calling device.

160

00:20:32.590 --> 00:20:35.620

Cooper City Hall: Take care of flowing speed along that border.

161

00:20:37.520 --> 00:20:40.009

Cooper City Hall: Next location is Stone Bridge Parkway.

162

00:20:40.320 --> 00:20:44.230

I can always

163

00:20:45.290 --> 00:20:48.859

Cooper City Hall: film bridge, Parkway. And here's that I apologize for everybody.

164

00:20:48.950 --> 00:20:50.079

Cooper City Hall: This was

165

00:20:50.500 --> 00:20:52.670

Cooper City Hall: the prior picture of the sweet data she

166

00:20:53.750 --> 00:20:58.840

Cooper City Hall: Stone Bridge Parkway between northeast, lake, Boulevard, and southeast Lake Boulevard.

167

00:20:59.640 --> 00:21:02.480

Cooper City Hall: posted steam with 30 mile per hour.

168

00:21:02.750 --> 00:21:07.480

Cooper City Hall: 80, fifth, 38 miles per hour, 8 miles per hour. Over

169

00:21:07.520 --> 00:21:11.470

Cooper City Hall: the volume of. There's 2,385

170

00:21:11.800 --> 00:21:16.340

Cooper City Hall: vehicles, and we're posing along to a bridge. A

171

00:21:16.650 --> 00:21:19.130

Cooper City Hall: they anchor away, and dioxide drives

172

00:21:24.340 --> 00:21:31.730

Cooper City Hall:  little Sixth Avenue between Sperling Road and Griffin Road.

173

00:21:32.230 --> 00:21:37.809

Cooper City Hall: The posted speed limits along that road is 35, and 87 miles per hour, which is

174

00:21:38.020 --> 00:21:42.490

Cooper City Hall: 12 miles per hour, over with volume of 51, 75, that that facility

175

00:21:42.740 --> 00:21:44.220

Cooper City Hall: it's got

176

00:21:45.340 --> 00:21:46.930

Cooper City Hall: now on one side.

177

00:21:47.500 --> 00:21:51.359

Cooper City Hall: very. You know. It's a tight road. Drive along there.

178

00:21:51.930 --> 00:21:55.270

Cooper City Hall: Every road is careful when you're driving along, that one

179

00:21:56.360 --> 00:22:00.510

Cooper City Hall: concerns safety of light poles all on either side as well. Big power poles.

180

00:22:00.620 --> 00:22:03.720

Cooper City Hall: So this facility

181

00:22:04.350 --> 00:22:06.129

Cooper City Hall: couple of things we'll probably.

182

00:22:06.320 --> 00:22:13.519

Cooper City Hall: and obviously it's based on feasibility study, and whether or not things can fit with the right of way. So I'll prefer with that

183

00:22:13.700 --> 00:22:19.489

Cooper City Hall: would be at grade texture pavement at 10. Sixth Avenue and 49 Place.

184

00:22:19.850 --> 00:22:23.499

Cooper City Hall: and one of Sixth Avenue and 57 places, one option.

185

00:22:23.580 --> 00:22:29.170

Cooper City Hall: some lane, narrowing with pavement markings. One of the entire folders sometimes narrows

186

00:22:29.340 --> 00:22:37.650

Cooper City Hall: lanes. Let's say you have a 13 foot lane like 2 lanes each way. You make it. 12 or 11 or narrow lanes will actually slow traffic down.

187

00:22:37.720 --> 00:22:47.759

Cooper City Hall: That's another option. And then the other one we looked at is Central Traffic 50 First street. Now I know. On the west side is baby on a baby there

188

00:22:47.800 --> 00:22:50.360

Cooper City Hall: there was a pedestrian crash, or

189

00:22:50.420 --> 00:22:51.990

Cooper City Hall: and then with that location.

190

00:22:52.630 --> 00:22:57.580

Cooper City Hall: So if you could fit in a meeting roundabout at that location, depending on the right of way with

191

00:22:57.820 --> 00:23:02.320

Cooper City Hall: we've also considered that potential traffic on the advice

192

00:23:02.390 --> 00:23:08.470

Cooper City Hall: main message here on this facility that I you know all these facilities. Pull traffic down.

193

00:23:08.630 --> 00:23:11.690

Cooper City Hall:  But there are extra hazards for long.

194

00:23:12.210 --> 00:23:13.990

Cooper City Hall: 106 Avenue August.

195

00:23:16.060 --> 00:23:16.800

Very.

196

00:23:20.370 --> 00:23:22.170

Cooper City Hall: Here's example of

197

00:23:22.330 --> 00:23:24.420

Cooper City Hall: maybe the trapped circle to the right.

198

00:23:24.690 --> 00:23:29.300

Cooper City Hall:  image to the left is more of a larger wrap about, but

199

00:23:29.350 --> 00:23:31.700

Cooper City Hall: does give you an idea on sort of assignment

200

00:23:32.460 --> 00:23:33.859

Cooper City Hall: aspects of

201

00:23:34.150 --> 00:23:37.100

Cooper City Hall: putting in a mini roundabout or neighborhood and traffic circles.

202

00:23:37.210 --> 00:23:41.959

Cooper City Hall: The point on design there is to geometrically get people

203

00:23:42.070 --> 00:23:50.859

Cooper City Hall: a way, instead of going straight through these straight lines, speeds are faster. If you can deflect have people go around a circle and slow down and grab them

204

00:23:54.260 --> 00:23:59.260

Cooper City Hall:  other locations that were on that first list

205

00:23:59.320 --> 00:24:01.290

Cooper City Hall: that didn't invite the the

206

00:24:01.460 --> 00:24:05.829

Cooper City Hall: some of the thresholds 50, s, street, from 90, fourth, avenue to 90. Fifth

207

00:24:06.130 --> 00:24:14.309

Cooper City Hall: posted speed limits 25, indicating what we found on the data collection. The day we did data collection was 27 miles per hour.

208

00:24:14.580 --> 00:24:18.680

Cooper City Hall: so that was only 2 miles per hour, over volume of 31 80,

209

00:24:18.760 --> 00:24:22.680

Cooper City Hall: and then Heidis Road from Farron Street, northeast Lake Boulevard

210

00:24:23.020 --> 00:24:30.179

Cooper City Hall: We did 2 stretches of Hiitas road we also looked at from Sterling to Northeast Lake Boulevard

211

00:24:30.260 --> 00:24:38.019

Cooper City Hall: But the one from Share in the northeast lake. It was supposed to speed up 40 and 86 miles per hour over.

212

00:24:38.150 --> 00:24:41.299

Cooper City Hall: But there's a historical data from the

213

00:24:41.560 --> 00:24:47.740

Cooper City Hall: fresh between Stirling Road to Northeast Lake Boulevard. That was 9

214

00:24:48.750 --> 00:24:50.559

Cooper City Hall: study at that location

215

00:24:50.870 --> 00:24:53.330

Cooper City Hall: volume being 12,003, 19.

216

00:24:53.420 --> 00:24:58.680

Cooper City Hall: I bring this up because there's currently a planning other planning element

217

00:24:58.950 --> 00:25:02.429

Cooper City Hall: being done for around about the intersection of the Slate Boulevard

218

00:25:02.540 --> 00:25:04.700

Cooper City Hall: and Heidis Road was flowing.

219

00:25:07.080 --> 00:25:09.950

Cooper City Hall: I wanted to provide you guys with

220

00:25:10.060 --> 00:25:11.360

Cooper City Hall: sort of a

221

00:25:11.600 --> 00:25:13.339

Cooper City Hall: menu of pricing

222

00:25:13.440 --> 00:25:15.919

Cooper City Hall: for each of these locations. We're still

223

00:25:16.070 --> 00:25:19.540

Cooper City Hall: finalizing the final report, which we have a full

224

00:25:20.300 --> 00:25:28.730

Cooper City Hall: summary of each 12 or 13 locations with cost. But you could see here many roundabout where we both went

225

00:25:28.880 --> 00:25:31.539

Cooper City Hall: versus don't possibly learn a thousand, but

226

00:25:31.860 --> 00:25:37.150

Cooper City Hall: in Tennessee, and design of permitting about $290,000.

227

00:25:38.030 --> 00:25:40.680

Cooper City Hall: I mentioned the rate speed table in their sections.

228

00:25:41.440 --> 00:25:47.649

Cooper City Hall: you know, cost a hundred $1,000. It's been designed about 1 45 speed humps

229

00:25:47.750 --> 00:25:49.340

Cooper City Hall: again, a lower cost

230

00:25:49.670 --> 00:25:55.059

Cooper City Hall: and lower traffic calming device. Option, first, from the cost standpoint, $35,000 per

231

00:25:55.160 --> 00:25:59.980

Cooper City Hall: location, with some things 1,000,

232

00:26:00.370 --> 00:26:06.280

Cooper City Hall: and then at grade texture, pavement through the intersection again, around 50,000 plus

233

00:26:06.330 --> 00:26:11.629

Cooper City Hall: 1,500. The final report we'll have again final summary of those

234

00:26:11.970 --> 00:26:14.679

Cooper City Hall: costs for each, the recommended.

235

00:26:16.030 --> 00:26:17.530

But this gives you an idea

236

00:26:17.800 --> 00:26:19.160

Cooper City Hall: of both general costs

237

00:26:20.200 --> 00:26:20.940

Cooper City Hall: that

238

00:26:41.790 --> 00:26:43.660

it's followed over right? Sure.

239

00:26:45.770 --> 00:26:46.999

Cooper City Hall: Those are both directions.

240

00:26:48.750 --> 00:26:55.969

Cooper City Hall: and what I was telling you on the next segment up. Although I don't have it listed here, those on the presentation

241

00:26:56.190 --> 00:27:02.159

Cooper City Hall: historical average. On the other time we did a data collection data point

242

00:27:02.180 --> 00:27:03.810

Cooper City Hall: between 6 and 9

243

00:27:04.040 --> 00:27:05.810

replied that next second.

244

00:27:06.910 --> 00:27:08.570

Cooper City Hall: there's speeding going on

245

00:27:10.910 --> 00:27:17.409

Cooper City Hall: his reduced since last time, correctly. without any traffic public. Yeah.

246

00:27:25.050 --> 00:27:32.209

Cooper City Hall: we're still looking. I mean, there's different elements. But what what hasn't been done on. That was a traffic operational analysis, but

247

00:27:32.510 --> 00:27:36.219

Cooper City Hall: what the level of service would be place that in accounts

248

00:27:36.400 --> 00:27:37.750

Cooper City Hall: that manner, so

249

00:27:37.770 --> 00:27:42.070

Cooper City Hall: that I would hold off on just about that. I know there's a concern

250

00:27:42.510 --> 00:27:43.780

Cooper City Hall: store footage turned up.

251

00:27:44.790 --> 00:27:47.129

Cooper City Hall: catsman. Others of other. Some of their

252

00:27:47.680 --> 00:27:55.340

Cooper City Hall: public meetings have been held on that of queuing coming out of the gate, going into communities.

253

00:27:55.580 --> 00:27:57.030

Cooper City Hall: So.

254

00:27:57.320 --> 00:28:04.660

Cooper City Hall: But there are. There are some there, you know, that, plus the right of way issues out there some additional research and study.

255

00:28:05.200 --> 00:28:11.930

Cooper City Hall: Finally, there is that round about there would would cause a delay or a lowering of speed run.

256

00:28:15.060 --> 00:28:17.530

Cooper City Hall: which segments of what you guys put that in

257

00:28:18.100 --> 00:28:19.200

Cooper City Hall: early chairman

258

00:28:41.200 --> 00:28:48.689

Cooper City Hall: a lot of times. It's the context of the road type of road general residential community versus hearing

259

00:28:48.850 --> 00:29:02.720

Cooper City Hall:  multi commercial areas into that manner you have tight road with will work better than you know. You might not have room to put in. I know I'm not proposing as a diverter.

260

00:29:02.750 --> 00:29:14.089

Cooper City Hall: a speed table, a lot of intersections, a lot easier from a ride away standpoint things. You can have that deflection up and over and get those approaches easier on a smaller local street.

261

00:29:14.210 --> 00:29:17.910

Cooper City Hall: so that each one in the toolbox grab it on the toolboxes

262

00:29:17.920 --> 00:29:22.100

Cooper City Hall: applied in different locations. and then on Idis Road.

263

00:29:22.660 --> 00:29:24.250

Cooper City Hall: because it's

264

00:29:24.420 --> 00:29:34.679

Cooper City Hall: busier road with a higher 80, and it's it's generally more of a collector facility as opposed to more of a local street, you would look speed

265

00:29:35.090 --> 00:29:38.129

Cooper City Hall: or roundabout or a traffic circle.

266

00:29:38.350 --> 00:29:42.049

Cooper City Hall: It can also be active with traffic control, device, traffic.

267

00:29:42.130 --> 00:29:43.290

Cooper City Hall: pulling device.

268

00:29:43.430 --> 00:29:47.620

Cooper City Hall: So agencies with the prior kind of traffic

269

00:29:47.850 --> 00:29:48.730

or make

270

00:29:49.480 --> 00:29:56.560

Cooper City Hall: traffic call me advice to it. Access, you know, roundabout can act as a signal to, you know, instead of a single another option

271

00:29:56.770 --> 00:30:00.280

Cooper City Hall: or controlling traffic as well as all of the stuff.

272

00:30:01.180 --> 00:30:02.410

Cooper City Hall: There's a couple of purposes

273

00:30:08.170 --> 00:30:16.480

Cooper City Hall: speed table. A lot of times you'll find speed tables and it's interchangeable. They raised intersection speed tables depending how

274

00:30:16.820 --> 00:30:18.180

pick the intersection in

275

00:30:18.230 --> 00:30:20.390

Cooper City Hall: speedhop is more of an abrupt.

276

00:30:20.830 --> 00:30:21.840

Cooper City Hall: rounded

277

00:30:21.970 --> 00:30:26.739

Cooper City Hall:  application the speed table a lot of times combination use.

278

00:30:27.020 --> 00:30:31.110

Cooper City Hall: For example, I think at Port Atlantic University I did a study in point

279

00:30:31.190 --> 00:30:35.390

Cooper City Hall: throughout their roads or their facilities. They had crosswalks.

280

00:30:35.820 --> 00:30:40.719

Cooper City Hall: and at the crosswalks. We did speed tables, pricing sessions. Not only you got a

281

00:30:40.870 --> 00:30:43.759

Cooper City Hall: different sort of favors, red favors

282

00:30:43.780 --> 00:30:46.769

Cooper City Hall: or regular crossover, you have just texture. They

283

00:30:46.780 --> 00:30:48.750

students would be, you know.

284

00:30:48.780 --> 00:30:52.240

Cooper City Hall: you crossing, and went on. When you add another raised

285

00:30:52.270 --> 00:30:54.150

Cooper City Hall: crosswalks, be table plate.

286

00:30:54.190 --> 00:30:56.830

Cooper City Hall: it can act as one other

287

00:30:57.110 --> 00:30:59.279

Cooper City Hall: safety for pedestrians, and also

288

00:31:00.150 --> 00:31:03.160

Cooper City Hall: you'll get it has a lot of a lot of times devices have.

289

00:31:03.280 --> 00:31:04.410

Cooper City Hall: Admiral, please.

290

00:31:04.700 --> 00:31:05.769

It's an application.

291

00:31:20.660 --> 00:31:24.829

Cooper City Hall: Yes, there are, and what we would do is we would work with

292

00:31:25.190 --> 00:31:26.610

Cooper City Hall: emergency response.

293

00:31:26.860 --> 00:31:29.660

Cooper City Hall: please, and fire rescue, and others to

294

00:31:29.780 --> 00:31:58.259

Cooper City Hall: either apply. There are something, all, or between the full device in order to ensure that you're not going to time for emergency response. So these again, these are draft responses aren't final. We will work with final staff approval and all and all these locations well, so there's a number of them that when I provide those costs will provide sheet, all that final

295

00:31:58.480 --> 00:32:01.120

Cooper City Hall: tendency that's the quality of final selection.

296

00:32:01.670 --> 00:32:05.740

Cooper City Hall: and I'm sorry you say the lifespan is, how long or

297

00:32:06.940 --> 00:32:09.020

Cooper City Hall: for these bee bumped and or tables?

298

00:32:09.380 --> 00:32:20.179

Cooper City Hall: I'm not. I don't. I don't off the top of my head. I could. There is a life span on here. If if they're done, there's sometimes the devices are full.

299

00:32:20.300 --> 00:32:25.390

Cooper City Hall: depending on the material type, or you actually build it up with asphalt over time. It does wear off.

300

00:32:25.420 --> 00:32:28.210

Cooper City Hall: So there is a lot, you know, but I actually fit in

301

00:32:28.310 --> 00:32:31.500

Cooper City Hall: any maintenance on any anything that you mentioned.

302

00:32:32.620 --> 00:32:38.719

Cooper City Hall: Yeah, you have to continue to make sure, because if you end up putting some of these speed tables or speed hops in.

303

00:32:38.810 --> 00:32:43.440

Cooper City Hall: and they start to have the they lose that deflection, let's say, ramp up

304

00:32:43.470 --> 00:32:46.270

Cooper City Hall: and it starts rounding out. You need to go back in and

305

00:32:47.050 --> 00:32:49.149

Cooper City Hall: touch them up, or we're viable.

306

00:32:49.280 --> 00:32:53.040

Cooper City Hall: There's the the signing marking on it. They're marking on some of those speed

307

00:32:53.100 --> 00:32:56.339

Cooper City Hall: tables that you have to go back through and

308

00:32:56.460 --> 00:33:02.360

Cooper City Hall: and do prescribe unions. There are there is the mainland highly totally

309

00:33:03.390 --> 00:33:04.180

Cooper City Hall: thank you.

310

00:33:04.560 --> 00:33:08.369

Cooper City Hall: Any Commissioner Melosse, then followed by Commissioner Katz.

311

00:33:09.050 --> 00:33:14.849

Cooper City Hall: So one quick question is, I saw that you did not do any of the

312

00:33:16.650 --> 00:33:18.439

Cooper City Hall: normal scripts. Yes.

313

00:33:21.710 --> 00:33:26.370

Cooper City Hall:  and I'm previewing and tired of. or that

314

00:33:26.480 --> 00:33:30.510

Cooper City Hall: rumble strips tend to be more of Lane departure

315

00:33:30.910 --> 00:33:36.370

Cooper City Hall: as opposed to placing them. And you know, across the road.

316

00:33:36.540 --> 00:33:44.069

Cooper City Hall: The people, let me actually say on a free way. I know they've been installed over in Southwest ranches.

317

00:33:44.230 --> 00:33:46.660

Cooper City Hall: but they're not a recommended

318

00:33:46.760 --> 00:33:49.530

Cooper City Hall: I don't have it in the recommended. That's a comment.

319

00:33:51.370 --> 00:33:53.850

5, 6 perfect.

320

00:33:57.500 --> 00:33:58.360

Cooper City Hall: So

321

00:33:59.070 --> 00:34:02.229

Cooper City Hall: not recommended at all. Just not something that you.

322

00:34:02.800 --> 00:34:06.980

Cooper City Hall: because I know that they're significantly less expensive. So that's really there's a way to match it.

323

00:34:07.560 --> 00:34:13.869

Cooper City Hall: and I know that if I know, if I know they're there, whether, no matter what speed I'm going, I'm hitting them lot once.

324

00:34:14.790 --> 00:34:22.149

Cooper City Hall: and I know in other applications and feedback. I've received that in the application there are

325

00:34:22.350 --> 00:34:25.630

send about me prefer because people are filthy.

326

00:34:30.159 --> 00:34:31.180

Cooper City Hall: So it's

327

00:34:32.409 --> 00:34:33.999

Cooper City Hall: has to do that. I can.

328

00:34:34.860 --> 00:34:40.300

Cooper City Hall: On 50 s Street, where you show only a 2 mile an hour.

329

00:34:40.780 --> 00:34:43.280

Cooper City Hall: Speed. Yes.

330

00:34:43.420 --> 00:34:45.750

Cooper City Hall: that was one data. That was the data point.

331

00:34:45.980 --> 00:34:49.740

Cooper City Hall: Say that again. That was the data point reflected during that time.

332

00:34:50.760 --> 00:34:55.470

Cooper City Hall: So I that is probably one of the highest points

333

00:34:55.830 --> 00:34:56.839

that I get

334

00:34:57.180 --> 00:35:01.840

Cooper City Hall: that and and 1 8 weeks are probably the highest streets that I get the place off of

335

00:35:03.150 --> 00:35:04.190

Cooper City Hall: 1,000

336

00:35:04.290 --> 00:35:07.600

Cooper City Hall: of being killed there on a regular basis. So

337

00:35:08.490 --> 00:35:10.010

Cooper City Hall: 57

338

00:35:11.210 --> 00:35:12.390

Cooper City Hall: summertime

339

00:35:13.160 --> 00:35:15.799

Cooper City Hall: that was like that was 2 miles over

340

00:35:16.150 --> 00:35:25.829

Cooper City Hall: private school project. Well, behind. Yeah, between the school and and Palm Avenue. and I and I've talked to manager at that

341

00:35:25.950 --> 00:35:27.600

Cooper City Hall: we can recollect.

342

00:35:27.880 --> 00:35:35.790

Cooper City Hall: Not a high cost, but again huge for 3 or 4 days has another deal. It's it's sometimes worthwhile that you're out.

343

00:35:35.840 --> 00:35:39.430

Cooper City Hall: Other data points is key to make sure that they relied first.

344

00:35:39.760 --> 00:35:42.380

Cooper City Hall: I'm you know, again. Let's say we did it out.

345

00:35:43.210 --> 00:35:47.970

Cooper City Hall: You're in college. I would say things like that would be different than selected.

346

00:35:48.790 --> 00:35:50.339

That'd be another business.

347

00:35:51.260 --> 00:35:54.500

Cooper City Hall: We don't. I don't. Yeah, it's it's something I think we're here.

348

00:35:54.840 --> 00:35:57.330

Cooper City Hall: Defer to the manager. But you had

349

00:35:59.190 --> 00:36:04.719

Cooper City Hall: different staff talked about this project that's always got an opportunity

350

00:36:04.830 --> 00:36:07.190

Cooper City Hall: like couple more locations.

351

00:36:08.370 --> 00:36:10.730

Cooper City Hall: you know. Don't meet the criteria

352

00:36:11.200 --> 00:36:12.869

Cooper City Hall: based on speed or volume.

353

00:36:15.490 --> 00:36:20.269

Cooper City Hall: If the debt is correct, that's an example of us. Good thing we're not

354

00:36:20.320 --> 00:36:25.309

Cooper City Hall: responding. Speeding is that 1, 2 mile an hour.

355

00:36:25.490 --> 00:36:33.900

Cooper City Hall: I'm not gonna disagree with that. But I wanna make sure that the data is correct. Like, was it? Was it taken on an off-school day? These may be people just meeting more during school days.

356

00:36:34.140 --> 00:36:39.090

Cooper City Hall: I don't know. I don't live there, but I do know that I know one or 2 people that live on that street.

357

00:36:39.160 --> 00:36:46.299

Cooper City Hall: and they're not normally complainers, but when you ask them about speeding, they will tell you that it's ridiculous. I also know

358

00:36:46.880 --> 00:36:55.309

Cooper City Hall: being married to someone in law enforcement. Sometimes people's perception of the rate of speed at which travels may not be accurate.

359

00:36:55.420 --> 00:37:15.359

Cooper City Hall: So but I. So I'd like to see the data. But I have. I have. I travel down that street and make sure that I'm not speeding. Traveling down that street. I have seen dead animals on that street, so I know that when I get emails from people saying that there are animals, and you know another, another duck was killed or cat was killed, or what have you.

360

00:37:15.360 --> 00:37:26.910

Cooper City Hall: I know that it's true cause. I have seen that we have witnessed it with my own eyes, so I'd love to see. II mean, I can't be the only one to ask you to do that, but I'd love to see another collection

361

00:37:26.980 --> 00:37:30.239

Cooper City Hall: day or days, if possible, because I think that

362

00:37:30.850 --> 00:37:35.600

Cooper City Hall: II don't see the the the conception being that or that.

363

00:37:36.520 --> 00:37:38.480

Cooper City Hall: And as an engineer, if I may

364

00:37:39.110 --> 00:37:42.309

Cooper City Hall: for me, I any time, I can get an extra data point.

365

00:37:42.570 --> 00:37:43.890

Cooper City Hall: It helps out with it.

366

00:37:44.710 --> 00:37:45.670

You're decision

367

00:37:48.570 --> 00:37:49.600

Cooper City Hall: commission. Gadden.

368

00:37:50.300 --> 00:37:56.350

Cooper City Hall:  I appreciate the study. I'm looking at the number

369

00:37:56.950 --> 00:38:02.399

Cooper City Hall: points. I guess 51 points that you did. And we just got this. So I apologize for not

370

00:38:03.000 --> 00:38:05.220

Cooper City Hall: can't sort of really go through it. But

371

00:38:05.780 --> 00:38:15.190

Cooper City Hall: are these all in the areas that you just presented, or you just presenting examples to us. Sorry we just, I think the I. The the

372

00:38:15.210 --> 00:38:17.949

Cooper City Hall: plan for this evening was, I know, but

373

00:38:18.060 --> 00:38:24.660

Cooper City Hall: even leading up to 4. We got started. Patrick went through. There's 5 or 6 elocations we want to go over. Those

374

00:38:24.670 --> 00:38:28.030

Cooper City Hall: there are. I think there's up to 12 to 13. We're recommending

375

00:38:28.440 --> 00:38:32.900

Cooper City Hall: devices. But we went over these correct confirm.

376

00:38:33.060 --> 00:38:36.680

Cooper City Hall: My second question is the manager.

377

00:38:37.040 --> 00:38:39.509

Cooper City Hall: How much did we budget

378

00:38:39.940 --> 00:38:42.140

Cooper City Hall: for the next fiscal year or

379

00:38:42.750 --> 00:38:43.770

type of project.

380

00:38:48.480 --> 00:38:59.479

Cooper City Hall: Yes, Commissioner. We I'll have to go back and and double check for you related to the rollout of the of the implementation of these projects. I don't have that exact dollar amount right at the moment.

381

00:38:59.710 --> 00:39:00.500

Cooper City Hall: Got

382

00:39:01.070 --> 00:39:12.090

Cooper City Hall: the follow up. What I'd like to see, you know, is recommendations from you on which ones to tackle first based on budget ad. And if you don't have it up on it.

383

00:39:12.420 --> 00:39:13.530

annotations on

384

00:39:16.230 --> 00:39:25.539

Cooper City Hall: absolutely. I think it will probably be the latter, but would be glad to dig into it and bring that back to y'all with some recommendations, and set some opportunities for funding, at least for the

385

00:39:25.570 --> 00:39:36.149

Cooper City Hall: for the first round mentioned. A green. Thank you, Mayor Ross. Mr. Eggleston, I know that we had talked about

386

00:39:36.220 --> 00:39:43.429

Cooper City Hall: saving money from the State of Florida, with the design regards to the roundabout on hiatus

387

00:39:43.490 --> 00:39:45.360

Cooper City Hall: between Sterling and Sheridan.

388

00:39:45.440 --> 00:39:55.980

Cooper City Hall: so I know that that's you. You have that listed here in the study. Is that something to

389

00:39:56.160 --> 00:40:02.400

Cooper City Hall: kind of piggyback on what Commissioner Catsman said, bringing back what we have

390

00:40:02.710 --> 00:40:05.719

Cooper City Hall: set aside or speed calming.

391

00:40:05.940 --> 00:40:14.870

Cooper City Hall: Is that going to be included in that number? Or are you going to segregate that from the rest of the monies? Because I know that

392

00:40:15.250 --> 00:40:17.260

Cooper City Hall: we're going to get money, we

393

00:40:17.390 --> 00:40:19.129

Cooper City Hall: saving money from the State

394

00:40:19.400 --> 00:40:23.059

Cooper City Hall: for that. That design right? We

395

00:40:23.110 --> 00:40:25.710

Cooper City Hall: is it only for the design was

396

00:40:26.120 --> 00:40:37.170

Cooper City Hall: for the whole thing we we did receive. Obviously, as the Commission's aware, notification, particularly tied to that roundabout for funding towards towards the design and or construction.

397

00:40:37.520 --> 00:40:45.270

Cooper City Hall: We also, we've asked the Boardino group for a proposal related specifically to that project. Since we do have some funding.

398

00:40:45.440 --> 00:41:01.300

Cooper City Hall: I'll cover that a little bit later as well on my manager's report, related to potentially additional funding. Absolutely. I'll just, you know, follow up on again, as it relates to some of those items that are outlined here. We'll go back and review that. And

399

00:41:01.490 --> 00:41:07.909

Cooper City Hall: but candidly, I know the the roundabout was definitely funded in there, but we may have to look at bringing forward additional

400

00:41:07.920 --> 00:41:12.239

Cooper City Hall: funding recommendations for some of these items to get them. Get them moving. Now that we have.

401

00:41:13.860 --> 00:41:25.859

Cooper City Hall: What's the what's your timeframe on getting everything back to we. There was one final of the final safety Review. There was finer delay and

402

00:41:26.070 --> 00:41:29.780

Cooper City Hall: the signal for analytics. So we're just finishing that part of it up

403

00:41:29.960 --> 00:41:32.420

Cooper City Hall: by the end of January we have the final report.

404

00:41:33.090 --> 00:41:33.899

That's everything.

405

00:41:34.060 --> 00:41:38.509

Cooper City Hall: Some additional data collection.

406

00:41:39.350 --> 00:41:40.780

Cooper City Hall: bad collection. But we

407

00:41:40.980 --> 00:41:44.390

Cooper City Hall: it's it's in a pretty good form, and on the draft format at the

408

00:41:44.500 --> 00:41:45.170

Jupiter.

409

00:41:45.930 --> 00:41:49.919

Cooper City Hall: and can I answer this? Be put back on the agenda for February.

410

00:41:50.810 --> 00:41:51.490

Hmm!

411

00:41:52.470 --> 00:41:56.049

Cooper City Hall: Any other questions? Hearing none. One say, Thank you very much.

412

00:41:56.420 --> 00:42:00.519

Cooper City Hall: happy Hollows, and thank you. I appreciate the opportunity for the studying presentation.

413

00:42:01.480 --> 00:42:02.280

Cooper City Hall: Thank you.

414

00:42:04.420 --> 00:42:07.799

Cooper City Hall: We have. Pet adoption commission melodic.

415

00:42:11.960 --> 00:42:13.210

Cooper City Hall: you up my pen.

416

00:42:13.930 --> 00:42:15.190

Maybe we're not

417

00:42:18.550 --> 00:42:20.780

Cooper City Hall: I love. Oh, there we go! So

418

00:42:21.120 --> 00:42:27.840

Cooper City Hall: adorable! Tanny is currently in a foster home due to the kennels being too loud and overwhelming for her.

419

00:42:27.980 --> 00:42:41.810

Cooper City Hall: Here is what her foster family has to say. About 3 year old. Tanni is a real sweetheart. She loves squeaky, stuffed toys rolling in the grass and running in the back yard. She is house broken and knows basic commands such as sit.

420

00:42:42.090 --> 00:42:55.680

Cooper City Hall: She is highly treat, motivated, which helps when training her while she is shy at the beginning. Once she knows you, she is super friendly. If you want somebody who will welcome you home by wiggling their whole body. She is your girl

421

00:42:55.690 --> 00:43:13.189

Cooper City Hall: in her foster home. She has welcomed all visitors, and while cautious at the beginning she was friendly with everyone. Tany is also good with cats. She lives with one in her foster home, and they get along well. However, she is afraid of dogs and reacts to them, so would be better off as an only doggie in the house.

422

00:43:13.490 --> 00:43:26.919

Cooper City Hall: If you are interested in her, please go to www. Dot main broward.com, and you can schedule a meet and greet. There are many dogs in the shelter that could use a loving home if you're interested, thank you.

423

00:43:26.930 --> 00:43:31.300

Cooper City Hall: And at this time I'll ask Jacob Horowitz. Please read the form policy.

424

00:43:31.550 --> 00:43:48.229

Cooper City Hall: Thank you. Good evening, Mayor Commission. The record. The city's quorum policies follows members of the Commission, staff, members, citizens and others are required to use civil and appropriate language when addressing the Commission, or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive behavior, or threatening meeting.

425

00:43:48.460 --> 00:43:54.460

Cooper City Hall: All comments should be generally directed to the presiding officer, and not to individual members of the Commission staff or the audience.

426

00:43:54.590 --> 00:44:02.680

Cooper City Hall: No personal verbal attacks toward any individual by either the commission, staff, citizens or others shall be allowed during any portion of the meeting of the City Commission.

427

00:44:03.000 --> 00:44:18.130

Cooper City Hall: any persons making impertinent or slanderous remarks or personal attacks, or who become boisterous while addressing the Commission, or who otherwise violate the decorum rules set forth herein shall be barred from further audience before the Commission by the mayor, or by request of any member of the Commission.

428

00:44:18.180 --> 00:44:30.400

Cooper City Hall: less permission to continue. Or again, address the Commission be granted by a majority vote of the Commission members present. Thank you, Mary Commissioner, thank you and Mississippi manager. Do we have any changes to the agenda or any emergency matters?

429

00:44:30.760 --> 00:44:51.280

Cooper City Hall: Mayor? Just one item. If I might mention one of the items under my managers report, I have a few verbal reports to give. But item 29 just related to the Mental Health Wellness Advisory Board. We're gonna move that to January, just so that the Board members can join us here for an update on that, and we'll have it agendized as well. Thank you very much

430

00:44:51.760 --> 00:44:57.679

Cooper City Hall: moving on to public speaking. We've got a number of people, and we'll take me in order. Harm in me or

431

00:45:05.870 --> 00:45:07.350

Cooper City Hall: good evening, Mayor.

432

00:45:07.590 --> 00:45:16.190

Cooper City Hall: Commissioner, city manager, and staff. My name is Carmen Muir and I reside at 1, 1, 3, 1, 5, Lake Shore Drive, Cooper City, Florida.

433

00:45:16.330 --> 00:45:23.380

Cooper City Hall: And today, as we put our bow on 2023, and reflect on what's been going on in the growth of our pickleball community.

434

00:45:23.500 --> 00:45:26.669

Cooper City Hall: I just want to recognize and thank our

435

00:45:26.810 --> 00:45:29.530

Cooper City Hall: Public Works Department under Tim Fleming.

436

00:45:29.560 --> 00:45:46.409

Cooper City Hall: as well as parks and recreation for everything they have done, and really the appreciation for all the newly painted walls, the courts, and the net device really appreciate it. It's almost like having a new quartz for people that have come out and didn't know what actually happened. So thank you all very much.

437

00:45:46.830 --> 00:45:53.450

Cooper City Hall: I do want to share 2 quick things. U.s.a. Single ball, which I am one of the ambassadors here in

438

00:45:53.590 --> 00:45:54.660

Cooper City Hall: Cooper city.

439

00:45:55.260 --> 00:46:23.230

Cooper City Hall: Just. They've just spent a lot of 15 months researching the quiet zones. So they have come out with a new product, new pickleball equipment that will reduce the acoustics of by 50. So for all those loud sounds, sounds, the pop props, this is something that they've really worked on. There's a lot of research that's happened. And there is a new product out there. So I want to share that because that's important globally, it's not just a Cooper city or a local residential issue.

440

00:46:23.350 --> 00:46:35.629

Cooper City Hall: The second thing is on our local front. We just participated in our senior state games, and there were 10 10 teams that qualified for state, and few of us earned goals in our

441

00:46:35.740 --> 00:46:42.440

Cooper City Hall: brackets that we play in. And I do want to share that that's important, positive for the community that we live in and play in

442

00:46:42.650 --> 00:47:02.589

Cooper City Hall: the last thing that I want to share. I always talk about our philanthropic arms. This year we partnered up with childnet and came up with $1,000 in gift cards for teenage girls in foster care. So I want to share that as well. And the last thing is, I know it's a shopper. I'm not asking for anything. I want to wish you all a very happy holiday and a happy and healthy New Year. Thank you.

443

00:47:02.740 --> 00:47:07.729

Cooper City Hall: Thank you, and thank you for what you and your so well, your your associates do

444

00:47:07.750 --> 00:47:10.950

Cooper City Hall: all all your friends and and pickleballers.

445

00:47:11.960 --> 00:47:13.189

Cooper City Hall: Richard Muir

446

00:47:19.500 --> 00:47:20.440

Cooper City Hall: in relation.

447

00:47:22.390 --> 00:47:25.860

Cooper City Hall: Good evening, everyone. My name is Richard Muir. I'm a

448

00:47:26.180 --> 00:47:38.280

Cooper City Hall: 44 year Resident Cooper City along with our department, and I'm a 40 year retired law enforcement. The reason I bring that up is because I just listen to the traffic, common

449

00:47:38.520 --> 00:47:42.800

Cooper City Hall: devices and some of the things in the city that are causing fire

450

00:47:43.000 --> 00:47:51.500

Cooper City Hall: and I just wanted to bring this up. I don't know if there's Dot still approved. They were at one time there are temporary

451

00:47:51.650 --> 00:47:56.139

Cooper City Hall: speed bumps that you can install that are

452

00:47:56.280 --> 00:48:00.319

Cooper City Hall: drilled into the pavement, and they can come out just as easy.

453

00:48:00.370 --> 00:48:02.719

Cooper City Hall: If you guys are interested in

454

00:48:02.860 --> 00:48:15.249

Cooper City Hall: exploring that avenue that might help considerably with the cost. The initial cost. Just because you have a speed bump. Only northbound doesn't even need southbound. So you're gonna install it halfway across.

455

00:48:16.050 --> 00:48:18.979

Cooper City Hall: Okay, on the next traffic coming

456

00:48:18.990 --> 00:48:26.219

Cooper City Hall: for those of you that travel southbound on hiatus approaching the light at Sheridan street.

457

00:48:26.910 --> 00:48:29.650

Cooper City Hall: Okay? It's a long line.

458

00:48:30.310 --> 00:48:38.030

Cooper City Hall: And because of the East-west traffic industry as such it turned into during the season, we are in now

459

00:48:38.400 --> 00:48:44.570

Cooper City Hall: at least 2 lights gonna be sitting there in order to alleviate that problem.

460

00:48:44.760 --> 00:48:50.620

Cooper City Hall: I am going to make the suggestion which I did mention to Mr. Sloane, for the meeting

461

00:48:50.740 --> 00:48:55.220

Cooper City Hall: is that the left hand turning be extended

462

00:48:55.970 --> 00:49:03.820

Cooper City Hall: because there's a lot of people that want to make a left hand turn Lane, but they're backed up in the center lane, unable to get to that left lane

463

00:49:03.950 --> 00:49:12.650

Cooper City Hall: that would alleviate part of the problem. The other obvious fix is that as you approach that intersection you have a right to end. Turn like

464

00:49:12.960 --> 00:49:15.199

Cooper City Hall: that makes the ride on to Sheridan to me.

465

00:49:15.740 --> 00:49:18.389

Cooper City Hall: Turn that into a straight line

466

00:49:18.420 --> 00:49:25.169

Cooper City Hall: where it meets up with Sheridan hiatus, but there are 2 lanes already south of Barron Street.

467

00:49:25.580 --> 00:49:27.670

Cooper City Hall: and build a new right-hand term.

468

00:49:28.190 --> 00:49:34.229

Cooper City Hall: It will turn that whole intersection into a much easier to navigate intersection.

469

00:49:34.620 --> 00:49:38.040

Cooper City Hall: There's a lot of people who look ahead of the light.

470

00:49:38.100 --> 00:49:45.990

Cooper City Hall: and they will speed up. Starting at the light at South East Lake Boulevard go! I gotta make that light, and there

471

00:49:46.070 --> 00:49:56.500

Cooper City Hall: they know it's such a long line. They will speed up to try and get it. But it says 2 2 lanes that go straight. That's gonna make all the difference in the world. And right hand turn

472

00:49:56.540 --> 00:49:58.000

and the length of the butcher.

473

00:49:59.660 --> 00:50:00.360

Thank you.

474

00:50:00.560 --> 00:50:10.600

Cooper City Hall: I thank you, and not that I'm saying Yay or Nate to any suggestions. I just want to make sure those suggestions attended to working.

475

00:50:11.240 --> 00:50:19.900

Cooper City Hall: Thank you very much. And I think with all the speed bumps that we're gonna be putting in it it should open up an alignment shop.

476

00:50:20.840 --> 00:50:23.630

Cooper City Hall: appreciate Rhett Rosenberg.

477

00:50:29.770 --> 00:50:30.880

Greg. Rosenberg

478

00:50:32.280 --> 00:50:32.950

at

479

00:50:36.660 --> 00:50:40.020

yeah. whether it was at the last commission

480

00:50:40.530 --> 00:50:47.900

Cooper City Hall: you all decided that nothing. That's for the clean. No mesh, no lattice, no stratus.

481

00:50:47.980 --> 00:51:02.000

I sat here after the Hope. Would you offer me and have an email? I don't need a Florida building, so have to have it right for the phone. Now, I'm I'll be there. But

482

00:51:03.440 --> 00:51:08.960

guys over over the building code. the Patient's property

483

00:51:10.130 --> 00:51:12.370

stop wrong

484

00:51:12.540 --> 00:51:16.180

Cooper City Hall: that would have cost me 400, that was spending 4,000 on

485

00:51:17.370 --> 00:51:19.520

4,000 on an adventure I could have spent

486

00:51:22.290 --> 00:51:24.940

permission. Carlos Vega

487

00:51:27.600 --> 00:51:31.399

made it. No slots are allowed. I don't understand how to buy them.

488

00:51:35.290 --> 00:51:40.120

Cooper City Hall: maybe on for clarification. I invite you to stay around and listen to it. Thank you.

489

00:51:41.820 --> 00:51:43.040

Cooper City Hall: Fred Wildin.

490

00:51:54.210 --> 00:51:58.880

Cooper City Hall: Good evening, Mayor City Commissioners, city Manager. My name is Fred Wilde. I live it!

491

00:51:58.980 --> 00:52:01.470

Cooper City Hall: 50, 11, Southwest 90 s Avenue.

492

00:52:02.550 --> 00:52:07.789

Cooper City Hall:  it's been a long day. I woke up at 4 20 A. M. This morning

493

00:52:08.240 --> 00:52:10.769

Cooper City Hall: to the sound of a couple of roosters.

494

00:52:11.830 --> 00:52:17.740

Cooper City Hall: They stayed quiet for a little while, and then at 4 50 Am. They were added to get.

495

00:52:18.800 --> 00:52:30.020

Cooper City Hall: I am here, speaking in favor of ordinance 2328, prohibiting the keeping of roosters and residential zone districts in the city.

496

00:52:30.350 --> 00:52:35.970

Cooper City Hall: and I would appreciate your support. That's it. you very much

497

00:52:37.000 --> 00:52:37.960

Cooper City Hall: in the trip.

498

00:52:47.690 --> 00:52:50.350

Cooper City Hall: mayor, commissioner, and city staff.

499

00:52:50.920 --> 00:52:55.299

Cooper City Hall: My name is Tina Trippi. I live at 51 48, Southwest, 94,000.

500

00:52:55.740 --> 00:53:01.469

Cooper City Hall: I have been a resident of Cooper City for 8 years. I choose to move here because of my daughter.

501

00:53:01.500 --> 00:53:05.649

Cooper City Hall: I'm a single parent, and this is probably one of the best school zones. Maybe

502

00:53:06.160 --> 00:53:10.960

Cooper City Hall: I'm here tonight to address and item 25 ordinance 2330.

503

00:53:11.250 --> 00:53:17.379

Cooper City Hall: Not only am I resident, but I also work at the Angry World Hog Restaurant and Cooper City, too.

504

00:53:17.620 --> 00:53:25.729

Cooper City Hall: I love my job, and it allows me to interact with many of the fellow residents in Cooper City. Recently I've noticed a lot of talk about

505

00:53:25.740 --> 00:53:30.630

Cooper City Hall: rising costs of living in the in the city mercury, gas

506

00:53:30.680 --> 00:53:34.029

Cooper City Hall: insurance. Everything's going up, including eating out

507

00:53:34.610 --> 00:53:42.599

Cooper City Hall: the residents. And I. Since I'm a resident and I work in coopersee, I feel the impact and the price increases. Firstly.

508

00:53:43.250 --> 00:53:56.190

Cooper City Hall: however, I believe that our elected officials have the power to make a positive change in this area. The garbage contract is one of the largest contracts in the city, with millions of dollars spent each year

509

00:53:56.330 --> 00:53:58.129

Cooper City Hall: on garbage collection.

510

00:53:58.380 --> 00:54:03.059

Cooper City Hall: If the community can save money, it will add up to be paid over the lifetime of the phone.

511

00:54:04.010 --> 00:54:11.190

Cooper City Hall: This could potentially give our residents much needed, break in a few $100 extra a year.

512

00:54:11.250 --> 00:54:12.260

Cooper City Hall: and cost

513

00:54:13.480 --> 00:54:17.300

Cooper City Hall: all the companies bidding on the contracts, offer similar services.

514

00:54:17.370 --> 00:54:20.040

Cooper City Hall: I see coastal trucks in Davy

515

00:54:20.190 --> 00:54:24.170

Cooper City Hall: and Waste. They used to have also to have waste management.

516

00:54:24.560 --> 00:54:45.200

Cooper City Hall: There is no reason not to give Coastal a chance by the services to our city as well. This is an opportunity for us to choose the company that offers the greatest savings in the benefits for us. In conclusion, I urge that carefully consider the options presented in front of you to choose one of the best benefits for all of us in the community.

517

00:54:45.300 --> 00:54:47.590

Cooper City Hall: Thank you for your time. Thank you.

518

00:54:48.180 --> 00:54:53.340

Cooper City Hall: Anyone else who hasn't signed up wishing to speak here at City Hall. Anyone on virtual.

519

00:54:56.160 --> 00:54:58.080

Cooper City Hall: Thank you very much. We'll move on

520

00:55:00.100 --> 00:55:07.620

Cooper City Hall: plan development ordinance on second reading, 2325. Jacob Horowitz just in there. Yes. and the

521

00:55:08.370 --> 00:55:12.619

Cooper City Hall: spirit of Mr. Wilde, who's been up all night still working.

522

00:55:13.090 --> 00:55:15.960

Cooper City Hall: Is there any way we can move up the rooster issue.

523

00:55:16.150 --> 00:55:17.769

Cooper City Hall: What number are you?

524

00:55:19.040 --> 00:55:20.060

23.

525

00:55:20.990 --> 00:55:28.320

Cooper City Hall: I have no objection to that. Any strong objection to that. Move up. Item 23. Jacob

526

00:55:28.350 --> 00:55:55.329

Cooper City Hall: ordinance number 2328. The Record. It's ordinance of the City Cooper City, Florida, amending chapter 5. The city's code of ordinances entitled animals and foul by specifically amending Article one entitled in General, by creating Section 5, to be entitled Keeping Roosters, prohibiting the keeping of roosters and residential zoning Districts in the city, providing for penalties, fighting for codification, providing for observability and providing for an effect motion to approve. Second.

527

00:55:55.470 --> 00:56:00.419

Cooper City Hall: I have Commissioner Schroeder on the Motion Commissioner Green on a second Commissioner Schroeder.

528

00:56:01.050 --> 00:56:02.250

Cooper City Hall: Oh, Florida border

529

00:56:04.260 --> 00:56:04.940

Cooper City Hall: a month.

530

00:56:05.470 --> 00:56:10.149

Cooper City Hall: Commissioner Schroeder, Mr. Wilde, hopefully, you don't continue to have wild mornings.

531

00:56:11.080 --> 00:56:12.290

Cooper City Hall: Commissioner Green.

532

00:56:13.510 --> 00:56:16.610

Cooper City Hall: Commissioner Katzman. Commissioner Melosie.

533

00:56:17.150 --> 00:56:19.370

Cooper City Hall: all the vote. Commissioner Malzing.

534

00:56:19.530 --> 00:56:24.709

Cooper City Hall: Commissioner Katzmann, Commissioner Shrouder. Commissioner Green. Yes, Mayor Ross. Yes.

535

00:56:25.430 --> 00:56:27.629

Cooper City Hall: Have a good night. No pun intended

536

00:56:30.360 --> 00:56:31.670

Cooper City Hall: moving back

537

00:56:33.350 --> 00:56:36.720

Cooper City Hall: to ordinance. 23, dash 25. Item number 5,

538

00:56:37.220 --> 00:57:02.929

Cooper City Hall: mayor, commission, ordinance 2325 is an ordinance of the city. Cooper City, Florida, approving, rezoning. Position number Z. 8, 1, 23, providing for the rezoning of the approximately 2.4 acres of real property, generally located on northwest corner of Northwest 30 Seventh Street and northwest One Hundredth Avenue, approximately one half mile south of Sterling Road, in Cooper City, Florida. Rezoning the subject property from E. 2. A State district, the Broward County designation to E. One estate districts to Cooper City designation

539

00:57:03.060 --> 00:57:11.489

Cooper City Hall: fighting for amendment to the city's official zoning map. Item of codification by conflicts, severability planning for an effective date. Mayor. So quasi judicial item and a public hearing. Pretty good.

540

00:57:13.350 --> 00:57:16.909

Cooper City Hall: Jason tell truth all truth. Nothing but truth. Yes, sir.

541

00:57:17.590 --> 00:57:18.660

Cooper City Hall: any report.

542

00:57:19.820 --> 00:57:35.779

Cooper City Hall: yes, same as last one pretty much. This is the second reading for the rezoning of the property located at northwest corner of 30 Seventh Avenue and Northwest, One Hundredth Avenue. This is a rezoning from Broward County, E. 2. Estate District Cooper City, E. One estate district.

543

00:57:35.890 --> 00:57:43.280

Cooper City Hall: The purpose of the rezoning is construct construct 2 single family homes, 1.3 4 and 1.1 5 acre lots.

544

00:57:43.360 --> 00:57:45.280

Cooper City Hall: which will apply one flex unit.

545

00:57:45.790 --> 00:57:58.139

Cooper City Hall: As stated, the subject site is approximately 2.4 acres in size, and is presently vacant. The property was annexed into Cooper City on September fifteenth, 2,004, and is within royal palm ranches preservation area.

546

00:57:58.310 --> 00:58:01.280

Cooper City Hall: The rezone is necessary in order to construct the lot

547

00:58:01.300 --> 00:58:08.189

Cooper City Hall: to be developed into 2 single family homes, because the current E 2 zoning district requires a minimum lot size of 2 acres per home.

548

00:58:09.250 --> 00:58:24.819

Cooper City Hall: The pre annexation agreement that applies at the subject site and surrounding property States at the royal Palm and Branch's preservation area will be considered preservation in order to protect the rural atmosphere and community, and all zoning changes must first go before the Preservation Board for a recommendation

549

00:58:25.010 --> 00:58:39.939

Cooper City Hall: that did take place, and you had a unanimous vote. 5. proposed E, one zoning district is consistent with the State land use, plan, designation, and that the density does not exceed that allowed or envisioned by the Comp plan.

550

00:58:40.230 --> 00:58:52.819

Cooper City Hall: Land use, compatibility. The E estate, district, land use, designation exists on property surrounding the subject site on all sides. The requested zoning would allow a maximum of 2 units on the existing 2.4 acre lot

551

00:58:53.880 --> 00:58:59.430

Cooper City Hall: utilize one flex unit as stated traffic impacts. The rezoning request would not

552

00:58:59.630 --> 00:59:07.739

Cooper City Hall:  adversely impact traffic on the surrounding roadways. Nominal for 2 families.

553

00:59:08.040 --> 00:59:13.370

Cooper City Hall: Staff acknowledges the applicant has addressed the Review criteria to be considered before commission

554

00:59:13.790 --> 00:59:22.760

Cooper City Hall: staff does have a recommendation that if the rezoning does go through that the minimum lot size of 1.3 4 and 1.1 5 is part of the motion.

555

00:59:22.790 --> 00:59:32.680

Cooper City Hall: Again it went before the preservation board on November first at a 5 vote, and went before the planning and zoning board on November sixth, at a recommendation of approval with a 9 vote

556

00:59:34.330 --> 00:59:40.329

Cooper City Hall: motion to have a motion motion to approve. I have Commissioner Green, followed by Second

557

00:59:40.660 --> 00:59:41.760

Commissioner Gaddafi.

558

00:59:41.870 --> 00:59:45.499

Cooper City Hall: Commissioner Green. I'm good, sir, thank you. Commissioner Kantzman.

559

00:59:46.140 --> 00:59:47.360

Cooper City Hall: Commissioner Schrouter.

560

00:59:51.080 --> 00:59:52.350

Cooper City Hall: Commissioner, melodic

561

00:59:53.100 --> 00:59:55.650

Cooper City Hall: public vote. Oh, public hearing

562

00:59:58.710 --> 01:00:01.230

Cooper City Hall: anyone here wishing to speak on this issue.

563

01:00:02.970 --> 01:00:07.699

Cooper City Hall: Anyone on Virtual Commission

564

01:00:07.810 --> 01:00:13.300

Cooper City Hall: Commissioner Cassman. Yes, Commissioner Schrouter. Commissioner Green, Mayor Ross. Yes.

565

01:00:14.660 --> 01:00:17.569

Cooper City Hall: 4 to one congratulations. I wish you Luck

566

01:00:21.960 --> 01:00:25.790

Cooper City Hall: Board Administrative reports. and I'm clerk.

567

01:00:27.120 --> 01:00:34.589

Cooper City Hall: Thank you, sir. You will be appointing Miss Carmen Muir to the Recreation Advisory Board.

568

01:00:35.150 --> 01:00:37.619

Cooper City Hall: and I thank you for your service

569

01:00:37.970 --> 01:00:42.700

Cooper City Hall: in the past and candidly, in the future. I'm sure you'll do great work. Thank you.

570

01:00:43.860 --> 01:00:47.430

Cooper City Hall: Got motion on the consent agenda so moved.

571

01:00:47.710 --> 01:00:51.140

Cooper City Hall: I have Commissioner Green, followed by Commissioner Katzman.

572

01:00:52.350 --> 01:00:53.310

Cooper City Hall: All the vote.

573

01:00:55.670 --> 01:01:02.110

Cooper City Hall: Commissioner Melosie, Commissioner Katzman. Yes, Commissioner Shrouder. Commissioner Green. Yes, Mayor Ross. Yes.

574

01:01:04.710 --> 01:01:06.470

Cooper City Hall: and item number 12,

575

01:01:07.360 --> 01:01:13.660

Cooper City Hall: do I have a motion?

576

01:01:14.370 --> 01:01:16.529

What's true? And I've

577

01:01:16.710 --> 01:01:20.660

Cooper City Hall: the consent. Agenda Commissioner was, item 7 through 16.

578

01:01:21.220 --> 01:01:23.140

Cooper City Hall: Okay, that's not fair.

579

01:01:23.220 --> 01:01:26.770

Cooper City Hall: The wave was written. That's why II said it.

580

01:01:28.660 --> 01:01:34.589

Cooper City Hall: I look at the one online

581

01:01:34.690 --> 01:01:36.930

Cooper City Hall: motion for reconsideration. Do I have?

582

01:01:38.500 --> 01:01:43.320

Cooper City Hall: I have motion? Do I have a second hold on. I just want to see if there's anything I want to pull off it real quick.

583

01:01:43.530 --> 01:01:44.750

Cooper City Hall: I just didn't.

584

01:01:44.830 --> 01:01:49.440

Cooper City Hall: you know? Okay, so the only one would be 12. What do we approve it?

585

01:01:57.630 --> 01:01:59.290

Cooper City Hall: Yeah. So

586

01:01:59.300 --> 01:02:03.260

Cooper City Hall: Dr. Lucada is putting on the School Board

587

01:02:04.360 --> 01:02:09.530

Cooper City Hall: agenda growing, and they do their rebounder and process

588

01:02:11.270 --> 01:02:18.379

Cooper City Hall: well, no, that they do the reboundary process of all Brown County. But one of the things they're voting on is

589

01:02:18.510 --> 01:02:20.310

country branch of our choice.

590

01:02:20.450 --> 01:02:21.290

Cooper City Hall: So

591

01:02:21.710 --> 01:02:25.260

Cooper City Hall: I had asked if you like another letter of support.

592

01:02:25.700 --> 01:02:27.150

Cooper City Hall: he said, yes.

593

01:02:27.780 --> 01:02:29.760

Cooper City Hall: I have another letter here

594

01:02:29.890 --> 01:02:37.199

Cooper City Hall: that everybody could sign, and then we send it off to him and all of the School Board members

595

01:02:37.260 --> 01:02:47.420

Cooper City Hall: country one also. It's in the backup. Sent a letter

596

01:02:47.470 --> 01:02:49.570

Cooper City Hall: almost at this point a year ago.

597

01:02:49.990 --> 01:03:07.570

Cooper City Hall: almost a year ago. Sorry so, and I had asked if he would like more recent, because this is happening in late January, the beginning of February. So this letters current was the other one is start there, just to add, I so I called

598

01:03:07.900 --> 01:03:10.630

Cooper City Hall: it's office disabled cause I couldn't ask you.

599

01:03:10.800 --> 01:03:15.819

Cooper City Hall: And II said, Do you know why he wanted another letter, and then but

600

01:03:15.940 --> 01:03:20.380

Cooper City Hall: no, I had asked, would you like this to add.

601

01:03:21.500 --> 01:03:29.390

Cooper City Hall: let him let everybody know that we're still supporting this because our letter was so old. And they said, and they had. And he had said, Okay.

602

01:03:29.510 --> 01:03:30.170

so

603

01:03:30.360 --> 01:03:35.799

Cooper City Hall: I think we should write one. It doesn't have. It doesn't have a lot of data in the letter. I don't know. Message

604

01:03:36.090 --> 01:03:41.029

Cooper City Hall: backup data was just a let them know that we're still supporting it.

605

01:03:41.160 --> 01:03:44.570

Cooper City Hall: Obviously we support it, but we need to do another. But obviously.

606

01:03:45.280 --> 01:03:49.389

Cooper City Hall: again, our old, our old letter was way back when at this point.

607

01:03:49.400 --> 01:03:53.040

Cooper City Hall: Now it's actually going to be an item that's voted on.

608

01:03:53.170 --> 01:03:56.980

So because it's actually going to be voted on, which is a win-win party.

609

01:03:57.150 --> 01:04:06.409

Cooper City Hall: But when they vote on it that they're getting a ton of data from their department. But now they're we're just saying, Hey.

610

01:04:06.600 --> 01:04:07.969

Cooper City Hall: you know, we

611

01:04:08.070 --> 01:04:10.760

Cooper City Hall: we're still on board for lack of a better.

612

01:04:11.070 --> 01:04:16.490

Cooper City Hall: Yeah, I'm on board. II also wanna when it comes to redistricting the helmet.

613

01:04:16.900 --> 01:04:20.740

Cooper City Hall: make sure you, as a community are on it, because

614

01:04:20.960 --> 01:04:24.990

Cooper City Hall: it's not just country going back to being a fact that it's every neighborhood city

615

01:04:25.440 --> 01:04:34.689

Cooper City Hall: potentially be at risk. No, I know we've approved a lot of new neighbor. It all get thrown into, overcrowded

616

01:04:35.340 --> 01:04:37.650

Cooper City Hall: where? And you have kids who can't go to our own school.

617

01:04:37.920 --> 01:04:39.039

We've lived here for

618

01:04:39.910 --> 01:04:42.900

Cooper City Hall: homeowners bought there decades ago.

619

01:04:43.250 --> 01:04:44.590

They think isn't fair.

620

01:04:44.810 --> 01:04:47.090

Cooper City Hall: And I want to make sure

621

01:04:47.140 --> 01:04:51.430

that every single. every single phone that Cooper City is selling.

622

01:04:54.060 --> 01:04:58.150

Cooper City Hall: Yeah, I just, I want our residents to be alert. It's gonna come up.

623

01:05:01.200 --> 01:05:04.120

Cooper City Hall: So I'll so I support this. I just didn't see it.

624

01:05:04.760 --> 01:05:21.460

Cooper City Hall: Okay? So then there's no motion for consideration. We'll move on to alright. Can I just ask one other thing? We're gonna do that when I sign everything at the end? Maybe you know the answer to this question.

625

01:05:22.020 --> 01:05:28.050

Cooper City Hall: when do they do this February, January, February.

626

01:05:28.710 --> 01:05:31.319

Cooper City Hall: So it's one time it's same time every year

627

01:05:34.500 --> 01:05:38.199

Cooper City Hall: at the School board of the district, so I don't know what else we could do.

628

01:05:38.420 --> 01:05:40.269

Cooper City Hall: I'd like to do everything in the field

629

01:05:40.650 --> 01:05:43.889

Cooper City Hall: that needs us to go to the meeting.

630

01:05:44.200 --> 01:05:48.819

Cooper City Hall: send hired solicitors ticket the meeting.

631

01:05:49.150 --> 01:05:52.890

Cooper City Hall: whatever we gotta do pressure to speak with business.

632

01:05:53.200 --> 01:05:55.870

Cooper City Hall: I've read that they're more lenient

633

01:05:58.210 --> 01:05:59.250

Cooper City Hall: activists

634

01:05:59.450 --> 01:06:02.220

Cooper City Hall: late. So

635

01:06:05.960 --> 01:06:08.340

Cooper City Hall: you always bring a smile to the face.

636

01:06:09.590 --> 01:06:10.540

Cooper City Hall: Thank you.

637

01:06:11.090 --> 01:06:18.240

Cooper City Hall: Moving on. I just want to notify Anthony the Lagges. Lagos.

638

01:06:18.580 --> 01:06:19.620

Cooper City Hall: are you here?

639

01:06:20.710 --> 01:06:25.170

Cooper City Hall: Okay. I appreciate the fact that you you wish to speak

640

01:06:25.230 --> 01:06:28.039

Cooper City Hall: at the open public meeting.

641

01:06:28.130 --> 01:06:35.759

Cooper City Hall: but that has been open and closed already. What I strongly suggest is that you stay around for the rebuttal period

642

01:06:35.900 --> 01:06:40.550

Cooper City Hall: which time you'll be able to speak. Both was already taken on it.

643

01:06:41.100 --> 01:06:41.920

Cooper City Hall: Thank you.

644

01:06:43.630 --> 01:06:44.700

It's not loose.

645

01:06:45.140 --> 01:06:47.370

Cooper City Hall: Quasi judicial rebel

646

01:06:50.170 --> 01:07:02.660

Cooper City Hall: moving on to regular item, regular agenda, item number 17. Discussion and possible action. Revising. Section 23. Dash 1041. Pharmacies, medical offices

647

01:07:02.680 --> 01:07:08.209

Cooper City Hall: or clinics and medical or dental laboratories, location restrictions

648

01:07:08.780 --> 01:07:13.060

Cooper City Hall: of the city's code of ordinances. Commissioner schroider yes.

649

01:07:13.890 --> 01:07:17.430

Cooper City Hall: several years ago the height.

650

01:07:18.940 --> 01:07:20.480

build, and Deming.

651

01:07:21.060 --> 01:07:24.370

Cooper City Hall: we change our ordinance to be more restrictive.

652

01:07:24.770 --> 01:07:25.560

I

653

01:07:25.740 --> 01:07:27.389

Cooper City Hall: the mics

654

01:07:27.970 --> 01:07:30.489

Cooper City Hall: they're working several years ago.

655

01:07:30.880 --> 01:07:32.829

Cooper City Hall: and the height of the pain

656

01:07:33.930 --> 01:07:46.040

Cooper City Hall: pill mill pandemic. We changed our ordinances to be more restrictive on where pharmacies could be located in relation to prescribers.

657

01:07:47.070 --> 01:07:52.080

Cooper City Hall: we did that, so that you wouldn't have paying clinics and pharmacies next to each other

658

01:07:52.600 --> 01:07:59.320

Cooper City Hall: that has become antiquated, in my opinion. Now, because state law has developed

659

01:07:59.760 --> 01:08:06.589

Cooper City Hall: not only processes but databases to to help herb this. So

660

01:08:07.030 --> 01:08:27.309

Cooper City Hall: I'd like to change this ordinance which prohibits pharmacies from going in. I had somebody reach out to me, saying that they wanted to look at putting a pharmacy in one of our plazas, but because there was a either or an eye, doctor somebody there that they weren't allowed to. Basically go in there without

661

01:08:28.000 --> 01:08:33.970

Cooper City Hall: going through the conditional use process. And I just don't think that that's important anymore.

662

01:08:34.600 --> 01:08:43.389

Cooper City Hall: significant changes that have that have happened since this time is now, there's now that you know, software that that tracks, whether you have a trying to doctor shop

663

01:08:43.689 --> 01:09:04.290

Cooper City Hall: The physicians are now required to notate and have certain prescription pads. They can't prescribe more than a 3 day supply for acute issues. It's just essentially not. It's no longer an issue, because our our laws are caught up to it that we're not paying clinic problems anymore.

664

01:09:04.390 --> 01:09:13.500

Cooper City Hall: Under the current laws, the pretty much the anesthesiologists of the pain paying doctors that that are, you know.

665

01:09:13.720 --> 01:09:16.790

Cooper City Hall: prescribing and stuff. So I just wanna fix our code to

666

01:09:17.990 --> 01:09:20.540

Cooper City Hall: catch up with the time. It's no longer needed

667

01:09:20.609 --> 01:09:26.069

Cooper City Hall: the last restrictive sense. This is no longer an issue. So I wanted to get you guys thoughts on it.

668

01:09:28.279 --> 01:09:32.090

Cooper City Hall: What's on commission? Mentioned Green? Thank you, Mayor Ross.

669

01:09:32.540 --> 01:09:36.880

Cooper City Hall: I hear the comments of. But Commissioner Schrouter and I respectfully disagree

670

01:09:37.000 --> 01:09:44.930

Cooper City Hall: with it. I believe that we should continue to have this as a part of our coding ordinances.

671

01:09:44.939 --> 01:09:49.360

Cooper City Hall: I happen to know that here in South Florida, healthcare fraud.

672

01:09:49.410 --> 01:09:51.620

Cooper City Hall: or South Florida continues to be

673

01:09:51.680 --> 01:09:55.190

Cooper City Hall: the healthcare, health, care, fraud, capital in the world.

674

01:09:55.250 --> 01:09:56.449

Cooper City Hall: in the nation.

675

01:09:56.600 --> 01:10:00.289

Cooper City Hall: I know that the laws have been tightened.

676

01:10:00.450 --> 01:10:01.450

Cooper City Hall: And yet

677

01:10:01.750 --> 01:10:07.850

Cooper City Hall: South Florida still ground 0 ground 0 for all health healthcare fraud to include

678

01:10:08.040 --> 01:10:10.580

Cooper City Hall: of illegal

679

01:10:10.730 --> 01:10:13.329

Cooper City Hall: prescriptions that take place

680

01:10:13.500 --> 01:10:20.139

Cooper City Hall: here in South Florida. So for those reasons. I will not be supporting. I don't believe that it would be in the best interest

681

01:10:20.220 --> 01:10:25.510

Cooper City Hall: of this community to allow that. think that if you allow.

682

01:10:26.910 --> 01:10:31.389

Cooper City Hall: if you allow yourselves, if we allow ourselves to become laxed

683

01:10:31.590 --> 01:10:43.519

Cooper City Hall: then you will have an opportunity for folks to come into this community to abuse it. So I for one, I will not. I won't be supporting this. Thank you. Man.

684

01:10:43.530 --> 01:10:44.730

Cooper City Hall: Commission Melosie.

685

01:10:45.420 --> 01:10:48.740

Cooper City Hall:  I was around when

686

01:10:49.110 --> 01:10:50.730

Cooper City Hall: this was established.

687

01:10:51.180 --> 01:10:54.139

Cooper City Hall: and the vivid memories of

688

01:10:54.590 --> 01:10:58.209

Cooper City Hall: A, the then police chief. Kate's

689

01:10:58.800 --> 01:11:03.120

Cooper City Hall: telling us about the people that were passed out high as a kite

690

01:11:03.150 --> 01:11:09.980

Cooper City Hall: in their cars across the street from the High School. because they had just gotten high from the

691

01:11:10.040 --> 01:11:14.420

Cooper City Hall: A pill mill across the street, or, you know, a block away from the high school

692

01:11:14.440 --> 01:11:22.300

Cooper City Hall: and the people that were, you know, over here. And and it was happening, and it was rampant. And you are correct. The the law has caught up.

693

01:11:22.670 --> 01:11:27.610

Cooper City Hall: The problem is, while one person might be legitimate. Might have

694

01:11:27.920 --> 01:11:38.650

Cooper City Hall: might want to do everything by the book you're potentially opening up the door first of the people that are not, and where there's a will there's a way.

695

01:11:39.020 --> 01:11:52.969

Cooper City Hall: and people will find a way to circumvent. And if we're giving them any gray area, they're gonna take that gray area and they're gonna run. You're looking at an area right by the school.

696

01:11:53.080 --> 01:12:00.769

Cooper City Hall: Actually, every area in our city is right by something with little kids. I don't want anything like that

697

01:12:01.630 --> 01:12:09.970

Cooper City Hall: to potentially have the potential to endanger children. There is, I had specifically our staff. Is there a process

698

01:12:10.580 --> 01:12:22.560

Cooper City Hall: that this person and go to go through? And it was, I think, 3. I believe, Carlos Steven said it was like $300 to go through a variance

699

01:12:22.680 --> 01:12:25.560

Cooper City Hall: to a conditional use to have this.

700

01:12:26.470 --> 01:12:44.230

Cooper City Hall: And so it's a minimal amount that's not going to make or break anyone. But yet we're not changing an ordinance that was there to safeguard our residents, our children, and and everybody in this city. Am I correct, Carlos.

701

01:12:44.260 --> 01:13:00.550

Cooper City Hall: Good evening, Mary commissioned Residents City. So we do have a process in place in the code where there's a stipulation for a conditional use. The conditional use of $2,500. It's about a 3 months process to to go through the

702

01:13:00.570 --> 01:13:10.639

Cooper City Hall: minimal amount. In my opinion.

703

01:13:10.660 --> 01:13:14.110

Cooper City Hall: II there were so many

704

01:13:15.040 --> 01:13:29.910

Cooper City Hall: that word. I am passed out and driving and and crashed. I mean it was our. I understand. This is a matter of my opinion of smart government. Our city regulations do not restrict pharmacies. Pharmacies are allowed.

705

01:13:30.140 --> 01:13:40.309

Cooper City Hall: What our regulations restrict is pharmacies in a plaza with a prescriber. So, for instance, anybody who uses patients. Choice pharmacy over there off of university

706

01:13:40.450 --> 01:13:45.060

Cooper City Hall: on University in Griffin happens to be in the same plaza

707

01:13:45.150 --> 01:13:47.889

Cooper City Hall: as the chiropractor, Dr. Novik.

708

01:13:47.980 --> 01:13:52.769

Cooper City Hall: that wouldn't be allowed. No other cities have this because the laws have changed.

709

01:13:52.830 --> 01:13:57.259

Cooper City Hall: But we are not updating our regulations to meet

710

01:13:57.570 --> 01:14:02.719

Cooper City Hall: the actual change in society. We just discussed money

711

01:14:02.810 --> 01:14:12.250

Cooper City Hall: being given to our city from a settlement with opioids. Okay, this has come full circle. This isn't something we're not aware of. It's come full circle. The laws have.

712

01:14:12.350 --> 01:14:20.190

Cooper City Hall: I've caught up with it. and 2,010. When this passed there was more pain. Clinics and broward counties, and they were Mcdonald's.

713

01:14:20.410 --> 01:14:27.379

Cooper City Hall: I understand why it was passed at that time, because it was ground 0. But the laws have changed. It's highly regulated. Now.

714

01:14:27.420 --> 01:14:29.750

Cooper City Hall: we're not in the business of regulating

715

01:14:30.170 --> 01:14:32.079

Cooper City Hall: be Ea spencing.

716

01:14:32.100 --> 01:14:33.620

Cooper City Hall: we should change this.

717

01:14:33.700 --> 01:14:47.339

Cooper City Hall: although you can submit for continued use. What's more likely to happen is if somebody wants to go in and they go to that plaza and that plaza says you're not allowed. They're not going to go through the process of doing you still gonna just move on to the next city.

718

01:14:48.140 --> 01:14:51.399

Cooper City Hall: So I would just like to update our laws

719

01:14:52.050 --> 01:14:55.950

Cooper City Hall: to reflect the times. And I can appreciate it. Commissioner.

720

01:14:58.630 --> 01:15:07.420

Cooper City Hall: I mean, I tend to agree. I think it's it's a if no other cities have this law anymore. And that's has anyone verified that?

721

01:15:07.890 --> 01:15:09.079

Cooper City Hall: Rebecca? Have you checked?

722

01:15:09.950 --> 01:15:12.860

Cooper City Hall: I haven't. I haven't checked. But this is

723

01:15:14.630 --> 01:15:17.690

Cooper City Hall: this is unique to 2% of sense where

724

01:15:18.420 --> 01:15:19.990

Cooper City Hall: you can see the microphone

725

01:15:20.600 --> 01:15:24.270

Cooper City Hall: the better.

726

01:15:25.100 --> 01:15:35.030

Cooper City Hall: It is unique to Cooper City. I think that was the code that was passed. Very specific time android very specific

727

01:15:35.160 --> 01:15:37.240

Cooper City Hall: situation at that time. And

728

01:15:37.770 --> 01:15:47.720

Cooper City Hall: yeah, I have spoken with a few pharmacists. I have required about opening businesses. And I did speak with the the one

729

01:15:48.020 --> 01:15:55.589

Cooper City Hall: one lady that wanted to open in Timberlake. There is a dentist's office there, and our code prohibits setting

730

01:15:55.840 --> 01:16:04.879

Cooper City Hall: any medical professional that could that can prescribe. But it's scheduled 2, 3, 4, 5. That's a narcotic drug

731

01:16:05.090 --> 01:16:07.569

Cooper City Hall:  to be in the same

732

01:16:07.620 --> 01:16:10.140

Cooper City Hall: in line, stop and center update.

733

01:16:10.150 --> 01:16:17.289

Cooper City Hall: So if I were to open a a doctor's office across the street from a pharmacy

734

01:16:17.720 --> 01:16:30.259

Cooper City Hall: or right adjacent to a pharmacy that happens to be a different shopping center. I'm I'm allowed to do that, or an out parcel on the same plaza. Yeah, if it's an out parcel within the same class that's allowed. So if we open up the Cvs

735

01:16:30.880 --> 01:16:36.970

Cooper City Hall: stopping center all greens as an outpark, if that's allowed. But if it's an inline use.

736

01:16:36.980 --> 01:16:38.320

You'd have to go places.

737

01:16:38.780 --> 01:16:42.510

Cooper City Hall: Yeah, to me it makes no difference if they're I mean, they could be in the same parking.

738

01:16:43.320 --> 01:16:45.629

Cooper City Hall: But we're not allowing them to be in the same

739

01:16:45.980 --> 01:16:47.900

Cooper City Hall: strip. I don't.

740

01:16:48.990 --> 01:16:55.210

Cooper City Hall: I think the facts that you presented are accurate. You know there are a lot of more stop cards than there used to be, and I do respect

741

01:16:55.250 --> 01:16:57.489

Cooper City Hall: what my colleagues said

742

01:16:57.640 --> 01:16:59.570

Cooper City Hall: said about

743

01:17:00.230 --> 01:17:04.210

Cooper City Hall: healthcare fraud, because you're a hundred percent right? I just don't think it's

744

01:17:04.260 --> 01:17:06.100

Cooper City Hall: directly related to this

745

01:17:06.580 --> 01:17:11.029

Cooper City Hall: billing insurance fraud, and that that's what I mean. I know you're in government.

746

01:17:11.120 --> 01:17:12.410

Cooper City Hall: but

747

01:17:14.150 --> 01:17:18.020

Cooper City Hall: I have friends who have prosecuted Medicare for automatically fraud as well.

748

01:17:18.090 --> 01:17:31.680

Cooper City Hall: I don't think it's I don't think having a doctor's office in the same shopping center as a pharmacy going to X a problem that was already address via regulations.

749

01:17:32.220 --> 01:17:34.010

Cooper City Hall: I appreciate that.

750

01:17:34.250 --> 01:17:38.990

Cooper City Hall: and I'd like to hear the thoughts Captain Fiji Bonnie on this, for a.

751

01:17:39.780 --> 01:17:40.849

Cooper City Hall: in my opinion.

752

01:17:52.150 --> 01:17:54.810

Cooper City Hall: Wow! Works well for me.

753

01:17:55.110 --> 01:17:56.220

Alright

754

01:17:56.310 --> 01:17:57.460

Cooper City Hall: and business.

755

01:17:57.690 --> 01:18:01.410

Cooper City Hall: Good evening, Mayor. Commissioners, city residents that are with us.

756

01:18:01.510 --> 01:18:02.440

Cooper City Hall: So

757

01:18:03.260 --> 01:18:07.259

Cooper City Hall: I had spoken with Commissioner Schroder when this item

758

01:18:07.400 --> 01:18:10.779

Cooper City Hall: he had reached out to me and asked me my my opinion on it.

759

01:18:11.290 --> 01:18:14.050

Cooper City Hall: I understand what he's saying.

760

01:18:14.610 --> 01:18:20.780

Cooper City Hall: I'm always apprehensive when it comes to our laws because we tend to. we tend to be behind

761

01:18:20.900 --> 01:18:25.400

Cooper City Hall: by the 10 years. You always seem to be as a state catching up with laws

762

01:18:26.110 --> 01:18:38.230

Cooper City Hall: the because of the opaid crisis. He's correct. I mean, this was created because of the pain clinics, doctor doctor shopping. And you know the the Federal Government States at large have gone a handle on that

763

01:18:38.270 --> 01:18:39.490

Cooper City Hall: issue.

764

01:18:41.140 --> 01:18:55.030

Cooper City Hall: II always try to find a compromise, though I had suggested to him, perhaps to accomplish what he was doing without giving up too much ground was, you know, maybe looking at the dentist office as a little bit separate, because they don't write as many scripts.

765

01:18:55.100 --> 01:19:01.619

Cooper City Hall: at least from my recollection. When we were dealing with the the drug issues with the pain clinics.

766

01:19:01.700 --> 01:19:12.670

Cooper City Hall: It was more the Mds. Not that you don't have issues with the dentist, but it was more the Mds. And I think that would accomplish at least what he's was trying with this one particular plaza because it was a dental

767

01:19:12.930 --> 01:19:15.220

Cooper City Hall:  location.

768

01:19:15.520 --> 01:19:32.309

Cooper City Hall: I do wanna say, though, that I understand what Commissioner Catherine's saying is that the way the code is now is that it prohibits it in the strip on Timberlake. But technically, if it was an art parcel in the same plaza or across the street, it would be allowed, though

769

01:19:32.470 --> 01:19:35.839

Cooper City Hall: I there's got to be a way to accomplish it to where

770

01:19:35.890 --> 01:19:43.469

Cooper City Hall: I think it resolves the law enforcement concern, but then also updates the ordinance in a way that the Commissioner is trying to say.

771

01:19:43.830 --> 01:19:45.800

Cooper City Hall: Appreciate that I have

772

01:19:47.070 --> 01:19:49.690

Cooper City Hall: very little concern that things have changed.

773

01:19:50.870 --> 01:19:53.310

Cooper City Hall: Believe me, I I've been a part of that

774

01:19:53.630 --> 01:20:00.169

Cooper City Hall: 10 years ago, and and and still look at things, and and how they have advanced, if you will.

775

01:20:00.210 --> 01:20:03.599

Cooper City Hall: I'm not terribly concerned, and I think we would be

776

01:20:04.100 --> 01:20:09.410

Cooper City Hall: in the vast lane, if you will, in changing, in

777

01:20:10.640 --> 01:20:14.479

Cooper City Hall: literally revising what we have, because it's unnecessary.

778

01:20:15.620 --> 01:20:17.039

Cooper City Hall: What I think is

779

01:20:17.090 --> 01:20:21.579

Cooper City Hall: necessary is that we all look at the economic development

780

01:20:21.970 --> 01:20:26.220

Cooper City Hall: and the fact that we're holding back individuals from

781

01:20:28.200 --> 01:20:30.320

Cooper City Hall: literally investing in Cuba City.

782

01:20:30.720 --> 01:20:35.119

Cooper City Hall: And I like a level playing field. I don't like the big box

783

01:20:35.140 --> 01:20:39.190

Cooper City Hall: having an advantage of. We've got the money. We can have an out parcel.

784

01:20:39.360 --> 01:20:50.320

Cooper City Hall: Well. Commissioner Cats, who were up the exact point. We're using the same parking lot. So what? And I've gotta. I've gotta be candid

785

01:20:51.290 --> 01:20:57.569

Cooper City Hall: you know whether we and then the question is will allow for dentist. What about dos, Podiata.

786

01:20:58.390 --> 01:21:01.450

Cooper City Hall: you know. Well, they don't really write a heck of a lot, they do.

787

01:21:01.700 --> 01:21:02.810

Cooper City Hall: they can.

788

01:21:03.070 --> 01:21:07.420

Cooper City Hall: But then, are we only going to subject it to Mds. I'm not sure

789

01:21:07.850 --> 01:21:08.699

Cooper City Hall: at this

790

01:21:08.900 --> 01:21:11.170

Cooper City Hall: point in in

791

01:21:11.430 --> 01:21:12.510

Cooper City Hall: the culture

792

01:21:13.130 --> 01:21:14.719

Cooper City Hall: that it's needed.

793

01:21:15.890 --> 01:21:17.990

Cooper City Hall: the revision to me is needed.

794

01:21:18.030 --> 01:21:20.109

Cooper City Hall: but I think we need to

795

01:21:20.200 --> 01:21:22.479

Cooper City Hall: have the legal mind

796

01:21:22.880 --> 01:21:25.969

Cooper City Hall: figure out what is not just a

797

01:21:28.000 --> 01:21:31.009

Cooper City Hall: revocation. but a revision.

798

01:21:31.530 --> 01:21:37.709

Cooper City Hall: And I think, I think candidly, the Mental Health board might be able to help us out on this.

799

01:21:39.970 --> 01:21:42.330

Cooper City Hall: I think medical doctors

800

01:21:42.380 --> 01:21:45.200

Cooper City Hall: are generally a lot more educated

801

01:21:45.380 --> 01:21:48.970

Cooper City Hall: then certainly me and we need to trust their judgment.

802

01:21:50.540 --> 01:21:52.389

Cooper City Hall: There are good, bad everywhere.

803

01:21:52.690 --> 01:22:05.359

Cooper City Hall: you know. I live with one, but at the end of the day I understand why this was put in I I remember the pharmacy this was put in for. Yes, and I would have done the exact same thing in 2,000, and

804

01:22:06.150 --> 01:22:21.640

Cooper City Hall: but it's gone. We have a database set. Now, you know. Did you had people with out of state plates, the chief would come and say, You have Alabama and George and all these plates, and they're and they're coming, and they're doctor shop. You can't talk to shop anymore. They run you and a database for the whole southeast, I think might even be nationally.

805

01:22:21.940 --> 01:22:22.820

Cooper City Hall: and

806

01:22:22.930 --> 01:22:32.050

Cooper City Hall: you know we could change it just to accomplish this. But I really wasn't wanting to accomplish this person who emailed me. I thought this was an opportunity for us

807

01:22:32.730 --> 01:22:40.240

Cooper City Hall: to revise, and antiquated outdated ordinance, and changes similar to the ordinance that required door-to-door solicitors to go

808

01:22:40.400 --> 01:22:41.160

Cooper City Hall: get

809

01:22:41.320 --> 01:22:45.599

Cooper City Hall: checked physically by the police chief to make sure they don't have any communicable diseases.

810

01:22:45.740 --> 01:22:50.099

Cooper City Hall: Thought that was outdated. you know, although it's probably a good idea

811

01:22:50.170 --> 01:22:56.040

Cooper City Hall: not to be spreading diseases. I didn't think the captain should have to be asking people to, you know.

812

01:22:56.300 --> 01:23:03.200

Cooper City Hall: do prostate exams, or whatever they do, to determine that because that was done in the 1970 S. And so this was done.

813

01:23:03.400 --> 01:23:09.829

Cooper City Hall: you know, 15 years ago had a good reason then. And if there's some type of new

814

01:23:09.860 --> 01:23:14.820

Cooper City Hall: issue. II wanna be the first to to jump on it just like I

815

01:23:14.850 --> 01:23:20.849

Cooper City Hall: asked the police chief to arrest people for noise violations if they happen to be renting an airbnb and throwing a party in our community.

816

01:23:21.920 --> 01:23:26.779

Cooper City Hall: I think that's a relevant ordinance right now. But in 10 years there, that might not be relevant, you know. So

817

01:23:27.120 --> 01:23:30.510

Cooper City Hall: let's pass it again in 10 years, if it happens. And let's

818

01:23:30.560 --> 01:23:33.499

Cooper City Hall: you know if we can scratch one off the books.

819

01:23:35.200 --> 01:23:37.329

Cooper City Hall: but it really doesn't matter to me.

820

01:23:37.810 --> 01:23:41.920

Cooper City Hall: It's just what I thought as an opportunity for us. Are you making the motion? Yeah.

821

01:23:42.580 --> 01:23:43.960

Cooper City Hall: motion to repeal it.

822

01:23:44.420 --> 01:23:48.759

Cooper City Hall: Motion to repeal with the direction are all yeah, bring back and work. Bring back an ordinance that fair enough?

823

01:23:48.960 --> 01:23:50.300

Cooper City Hall: Then we don't need it.

824

01:23:51.350 --> 01:23:54.209

Cooper City Hall: The one I confirm. There's consensus mainly.

825

01:23:55.450 --> 01:23:56.860

Cooper City Hall: You don't you? Don't?

826

01:23:56.970 --> 01:23:59.720

Cooper City Hall: Yes, yes, yes, ready to

827

01:24:02.760 --> 01:24:20.939

Cooper City Hall: moving on. We've got item, 18 discussion of possible action regarding chain link fence accompanied Vince. including, but not limited to slats to provide for a waiver in the event of a windstorm or other weather, related incident. Mr. Malze and I'd like Carlos or Jason available.

828

01:24:21.950 --> 01:24:29.810

Cooper City Hall: I thought this was more of a housekeeping matter. We were here the last meeting, and I tried to bring up

829

01:24:30.260 --> 01:24:34.319

Cooper City Hall: Or had us revisit the

830

01:24:34.420 --> 01:24:38.730

Cooper City Hall: privacy screen thing, looking wind screens.

831

01:24:39.800 --> 01:24:41.160

Cooper City Hall: windscreen

832

01:24:41.510 --> 01:24:50.279

Cooper City Hall:  We were told that when fences are approved or approved without anything

833

01:24:50.440 --> 01:24:54.629

Cooper City Hall: on them. They were approved for a certain wind load. When

834

01:24:55.160 --> 01:25:01.079

Cooper City Hall: we add things it will potentially change the wind load. They're not necessarily approved for that

835

01:25:01.460 --> 01:25:07.789

Cooper City Hall: I did not want anyone to have issues and say that people were breaking

836

01:25:08.190 --> 01:25:15.400

Cooper City Hall: rules. I was trying to alleviate any problems, and apparently other cities have some sort of

837

01:25:15.680 --> 01:25:25.700

Cooper City Hall: hold harmless for lack of a better term, that people have slats or other things that can go into screens

838

01:25:25.780 --> 01:25:29.390

Cooper City Hall: or go into the see-through areas

839

01:25:30.470 --> 01:25:34.520

Cooper City Hall: that they will say that they will take them out. That's all.

840

01:25:35.960 --> 01:25:39.440

Cooper City Hall: Any comments from the Commission Commissioner. Charter.

841

01:25:42.560 --> 01:25:44.030

Cooper City Hall: Okay,

842

01:25:45.110 --> 01:25:49.120

Cooper City Hall: Mr. Rosenberg mentioned us.

843

01:25:49.140 --> 01:25:54.839

Cooper City Hall: forgot his deck words. But do we have authority to change? Approve something in a, you know, contra

844

01:25:54.910 --> 01:26:06.260

Cooper City Hall: diction with the Florida Building code? And I and I think the answer that is, no, we don't. So there's a lot of misconfusion. In my opinion. Nothing in our code prohibits.

845

01:26:06.510 --> 01:26:12.340

Cooper City Hall: The slats from being put on the fence that's not prohibited.

846

01:26:12.530 --> 01:26:15.250

Cooper City Hall: you can do that.

847

01:26:16.480 --> 01:26:21.089

Cooper City Hall: Our code, our zoning code and code enforcement that's totally different than whether or not.

848

01:26:21.340 --> 01:26:26.920

Cooper City Hall: So you're allowed to build a house in Cooper City. Now, rather, you structurally build a house correctly is different. Question, right?

849

01:26:27.570 --> 01:26:30.369

Cooper City Hall: 2 different things. There's a difference between the building department.

850

01:26:30.880 --> 01:26:33.479

Cooper City Hall: Did you do it the right way, or can you do it

851

01:26:34.250 --> 01:26:37.319

Cooper City Hall: so? Yes, you can have slats on your pets.

852

01:26:38.040 --> 01:26:42.100

Cooper City Hall: but out of that it's not prohibited, and I think we can all agree on that right? Chief.

853

01:26:42.900 --> 01:26:45.080

Cooper City Hall: Okay? And Mr. Vega.

854

01:26:45.320 --> 01:26:46.490

Cooper City Hall: yeah, it's gonna grab that

855

01:26:46.590 --> 01:26:57.909

Cooper City Hall: whether or not your slats change the structural integrity or of of your fence, or whether you got it approved with a permit, with slats or not, is an issue, in my opinion, for the building.

856

01:26:58.660 --> 01:26:59.330

Okay?

857

01:27:00.110 --> 01:27:06.560

Cooper City Hall: And if the if a resident came through and used pre-approved plans

858

01:27:06.650 --> 01:27:12.639

Cooper City Hall: or pre-approved designed fit engineering plans to obtain a fence.

859

01:27:12.660 --> 01:27:15.090

Cooper City Hall: and the slats would be different than that.

860

01:27:15.400 --> 01:27:23.239

Cooper City Hall: Well, that's not my issue. That's, you know, that's an issue of whether they are, if their thing is structurally sound. So I think what we're getting at is

861

01:27:23.840 --> 01:27:36.129

Cooper City Hall: the building department has the ability to say, Hey, you're temporarily putting something on your fence, or is it permanent? And if if you want to put your slats in, and it it be permanent. Then you have to have a structurally sound fence correct.

862

01:27:36.570 --> 01:27:41.750

Cooper City Hall: So if Commissioner Melowsy is asking whether we're okay with somebody

863

01:27:41.950 --> 01:27:43.230

Cooper City Hall: notifying

864

01:27:43.310 --> 01:27:46.600

Cooper City Hall: the building department that their slats are temporary.

865

01:27:48.060 --> 01:27:53.759

Cooper City Hall: That's fine with me. I don't care, but it wouldn't be a hold harmless within it because we have no liability

866

01:27:54.060 --> 01:27:57.759

Cooper City Hall: over somebody's structural soundness, I think.

867

01:27:58.770 --> 01:27:59.650

Cooper City Hall: Excuse me

868

01:28:00.500 --> 01:28:13.339

Cooper City Hall: so so whether or not somebody has, you know, gets a permit. It doesn't matter if we approve a permit. The law is clear that, like the city's not responsible if we approve of a permit, and then, you know, it blows over because of. You know

869

01:28:13.630 --> 01:28:20.829

Cooper City Hall: the plans weren't good or wasn't disrupted correctly. That's not on us. So no harmless agreement needs to be signed in mind.

870

01:28:21.030 --> 01:28:22.020

Cooper City Hall: my opinion.

871

01:28:23.500 --> 01:28:43.459

Cooper City Hall: So if if I'm gonna complain on a win slats right, I make a complaint to code, to Code department that somebody has the slats in their fence. How do I know what they're I would? I can't complain and say, that's not allowed. I'd have to go pull the permit they got. Look at the engineering plans that were used at that time. See if it was built to code at that time.

872

01:28:43.820 --> 01:28:46.489

Cooper City Hall: and if I can show that it wasn't.

873

01:28:46.850 --> 01:28:50.200

Cooper City Hall: then I can. you know, complain, and they could be cited.

874

01:28:50.260 --> 01:28:59.030

Cooper City Hall: But you can't just arbitrarily go down the road and say, Hey, there's flats there! There's slats there slats there. They're all. Not that like you don't know that you'd have to actually see

875

01:28:59.170 --> 01:29:00.329

Cooper City Hall: the the permit

876

01:29:00.450 --> 01:29:02.369

Cooper City Hall: and what the code was at the time.

877

01:29:05.340 --> 01:29:10.170

Cooper City Hall: Any further comments mentioned. Granted. So, Mr. Vega.

878

01:29:12.640 --> 01:29:20.270

Cooper City Hall: so slats tip, temporary slats are permissible, permissible in Cooper City. Is that what I'm hearing?

879

01:29:20.440 --> 01:29:30.400

Cooper City Hall: Our our current code speaks to windscreen. Our current code speaks to wind screens and fabric material are not allowed. For our

880

01:29:30.520 --> 01:29:32.119

Cooper City Hall: excuse me, that's twice

881

01:29:33.920 --> 01:29:35.039

Cooper City Hall: add one more

882

01:29:35.220 --> 01:29:35.890

right

883

01:29:38.810 --> 01:29:45.690

Cooper City Hall: for the ordinance. There's a gray area of other materials that speaks in the code. Which

884

01:29:45.920 --> 01:29:53.140

Cooper City Hall: so okay, the other materials is it slats? That's what I. That's what we're talking. That's what makes it difficult for us

885

01:29:54.500 --> 01:29:56.260

myself. No department

886

01:29:56.380 --> 01:29:58.700

Cooper City Hall: force that, because that other material is

887

01:29:59.230 --> 01:30:01.220

what is what is other material.

888

01:30:01.490 --> 01:30:02.520

Cooper City Hall: So

889

01:30:02.670 --> 01:30:08.129

Cooper City Hall: by by Florida building code standards, you can put slats in defense as long as we've been ended.

890

01:30:09.130 --> 01:30:15.079

Cooper City Hall: But so when you, when you say fans, when you when you go to build a chain link fence or wood fans.

891

01:30:15.190 --> 01:30:18.420

Cooper City Hall: our billing code provides all

892

01:30:18.610 --> 01:30:24.620

Cooper City Hall: all the residents. A code prescriptive, approved engineer plan. So you don't have to go out and get your own.

893

01:30:24.810 --> 01:30:33.100

Cooper City Hall: It's a basic plan. It's a standard plan that everyone uses. There is a caveat in that plan that says the airflow must be unrestricted.

894

01:30:33.390 --> 01:30:41.190

Cooper City Hall: So when you install the windscreen under the slots at that point you are restricted. There flow with required engine.

895

01:30:42.560 --> 01:30:48.779

Cooper City Hall: I view those as temporary structures that there's bit tied to the pants there.

896

01:30:49.030 --> 01:30:56.480

Cooper City Hall: Paper gun through the fans. It's it's not a rule. permanent structure that's gonna be there that you can't remove

897

01:30:56.530 --> 01:30:57.810

Cooper City Hall: barely accessible.

898

01:30:58.110 --> 01:31:04.279

Cooper City Hall: So for me, there is a stipulation in the Port Billing code that says that temporary structures.

899

01:31:04.650 --> 01:31:07.949

Cooper City Hall: as long as you can show proof that you can remove it.

900

01:31:08.250 --> 01:31:10.990

Cooper City Hall: You can hand them with permanent.

901

01:31:11.290 --> 01:31:16.010

Cooper City Hall: I mean, we're viewing that as a temporary structure and be removed.

902

01:31:16.330 --> 01:31:18.220

Cooper City Hall: I'm not gonna go out in sight.

903

01:31:18.290 --> 01:31:20.880

Cooper City Hall: All these residents who, attached

904

01:31:21.130 --> 01:31:22.960

Cooper City Hall: from dip ties to a fence.

905

01:31:23.000 --> 01:31:30.509

Cooper City Hall: wood slots, and all that a day waiver, was created just to alleviate some of that. It doesn't

906

01:31:32.180 --> 01:31:38.219

Cooper City Hall: now, looking to identify the city, because the city's not viable for anything that happens to the fence.

907

01:31:38.360 --> 01:31:39.490

Cooper City Hall: Justin.

908

01:31:39.960 --> 01:31:45.309

Cooper City Hall: and you're responsible to remove it. So there is any kind of named form.

909

01:31:45.390 --> 01:31:55.860

Cooper City Hall: It winds over 35 miles an hour. A lot of these products that you buy at home. Depot. Lows tell you in in those instructions that after 35 miles an hour winds.

910

01:31:55.880 --> 01:31:59.150

Cooper City Hall: you need to remove those cannabis. You need to remove certain

911

01:31:59.270 --> 01:32:05.699

Cooper City Hall: items because they're temporary structure the minute you make it permanent, then we're going to require the engineer.

912

01:32:06.630 --> 01:32:14.709

Cooper City Hall: Thank you, sir. Would it be better if maybe this we can't change the photo voting through. But I would be okay if we had an affidavit

913

01:32:14.820 --> 01:32:16.400

Cooper City Hall: present and can sign.

914

01:32:17.990 --> 01:32:19.340

Cooper City Hall: as seem to the fact

915

01:32:19.400 --> 01:32:21.519

Cooper City Hall: that this thing is temporary.

916

01:32:23.010 --> 01:32:26.990

Cooper City Hall: You need a definition of empathy now, the based off the portability code.

917

01:32:27.820 --> 01:32:41.230

Cooper City Hall: because if if the building official or the department saying, Hey, if this is temporary. It's fine if it's not whatever. So, Carlos, if that happens, do you have a software? Do diary or calendar?

918

01:32:41.500 --> 01:32:45.549

Cooper City Hall: The fact that arguments take it? The State temporary is 30 days.

919

01:32:45.660 --> 01:32:51.330

Cooper City Hall: You going back out, or you're sending Captain back out to check it, or you're not gonna check it at all.

920

01:32:52.380 --> 01:32:58.150

Cooper City Hall: The Coder says it's 180 days so that 179 days, if you take it down.

921

01:32:58.680 --> 01:33:01.849

but it back up. The next day you have another 100 day. So there's

922

01:33:01.900 --> 01:33:04.000

Cooper City Hall: the mechanism there. I mean, we

923

01:33:05.660 --> 01:33:06.709

create one.

924

01:33:06.760 --> 01:33:15.460

Cooper City Hall: Yeah, I don't want to do that. I don't want to do that. I'm I'm just saying if the building official wants to deem something okay, because

925

01:33:15.650 --> 01:33:20.089

Cooper City Hall: they say it's temporary, I'm okay with it, document for me.

926

01:33:20.200 --> 01:33:24.920

Cooper City Hall: But we don't have the authority to interact with their with their we like. We can't

927

01:33:25.420 --> 01:33:29.950

Cooper City Hall: like the building officials, independent authority that we cannot legislate over.

928

01:33:35.750 --> 01:33:39.649

Cooper City Hall: No, not trying to overrule.

929

01:33:39.910 --> 01:33:41.990

Cooper City Hall: bade county hope

930

01:33:42.370 --> 01:33:44.170

Cooper City Hall: in any way, shape or form.

931

01:33:44.710 --> 01:33:47.359

Cooper City Hall: So the thing that we

932

01:33:47.710 --> 01:33:49.549

Cooper City Hall: that they came up with was.

933

01:33:49.750 --> 01:33:55.809

Cooper City Hall: Hey, you're gonna have slacks, whatever you're gonna have that's permissible in our code.

934

01:33:56.590 --> 01:33:59.080

Cooper City Hall: Then if you fill out the form.

935

01:34:00.000 --> 01:34:02.249

Cooper City Hall: you're just simply saying that

936

01:34:02.360 --> 01:34:07.170

Cooper City Hall: there's 35 mile an hour. twins or greater.

937

01:34:07.290 --> 01:34:12.670

Cooper City Hall: you're gonna take down whatever it is, how are you going to enforce it? But you don't have to enforce it.

938

01:34:12.760 --> 01:34:18.439

Cooper City Hall: Then why have it? Because grey area.

939

01:34:18.600 --> 01:34:21.059

Cooper City Hall: because a parent. Look, here's the deal

940

01:34:22.120 --> 01:34:26.849

Cooper City Hall: I can't have when I'm saying I not I don't mean me per se. But

941

01:34:26.980 --> 01:34:31.709

Cooper City Hall: residents can't have. Don't you call the thing. Maybe.

942

01:34:34.010 --> 01:34:38.769

Cooper City Hall: Okay, was, residents can't have a windscreen. Residents have votes.

943

01:34:39.200 --> 01:34:45.839

Cooper City Hall: Rvs things behind their fences that are not supposed to be seen from the street.

944

01:34:46.130 --> 01:34:47.190

Cooper City Hall: You have

945

01:34:47.220 --> 01:34:54.450

Cooper City Hall: the 3 of you have said on numerous occasions about aesthetics. You don't want to see these things.

946

01:34:54.930 --> 01:34:56.610

Cooper City Hall: so people

947

01:34:58.000 --> 01:35:01.800

Cooper City Hall: are trying to make it so that when you're driving past their homes

948

01:35:01.930 --> 01:35:07.000

Cooper City Hall: you're not displeased, and I'm I'm I'm air quoting. This is not what they're saying. This is.

949

01:35:07.100 --> 01:35:18.949

Cooper City Hall: we're trying to make everything aesthetically pleasing. Slacks make everything aesthetically pleasing. You cannot see behind the gate. It is an affordable way.

950

01:35:20.170 --> 01:35:21.160

Cooper City Hall: but

951

01:35:22.150 --> 01:35:28.569

Cooper City Hall: it needs to if you have this, but if it's enforced or not, it's the onus is not on us.

952

01:35:28.940 --> 01:35:39.050

Cooper City Hall: If Mister Smith chooses to leave them up, it's not our ordeal, but it covers the gray area of

953

01:35:39.360 --> 01:35:40.920

Cooper City Hall: this is not.

954

01:35:41.410 --> 01:35:47.100

Cooper City Hall: This is changing the window of this fence.

955

01:35:47.200 --> 01:36:07.349

Cooper City Hall: The same thing in theory could be said of. When you get a permit for your your wood privacy, fence that wind, load and correct me if I'm wrong, Carlos. So I get a permit in 2,000 and and and and 18 for a wind load for a privacy fence.

956

01:36:07.800 --> 01:36:28.550

Cooper City Hall: But my posts are only good for 4 years. I'm I'm airporting for years. I have no idea how long they're good for. So when they do the wind load, that's if you change your posts every so many years. If you change your wood every because that would is going to run a change. Your wind load same thing. So this is negating.

957

01:36:28.800 --> 01:36:34.509

Cooper City Hall: It's but this Commissioner, this shouldn't be an agenda item, because this is not something we can act on.

958

01:36:35.610 --> 01:36:42.649

Cooper City Hall: This should. This is something that's done at the staff level, because we do not have authority to change the building officials

959

01:36:44.100 --> 01:36:46.179

Cooper City Hall: authority. Or if you agree with that.

960

01:36:47.350 --> 01:36:55.760

Cooper City Hall: yeah. So the billing official has ultimately the authority having jurisdiction over all matters under the port of building codes which

961

01:36:56.250 --> 01:36:58.770

Cooper City Hall:  James, him

962

01:36:58.810 --> 01:37:10.700

Cooper City Hall: put slats in their fence.

963

01:37:11.010 --> 01:37:18.080

Cooper City Hall: and then some irate person that lives in the city says, I don't want you to have those

964

01:37:18.350 --> 01:37:27.760

Cooper City Hall: are they? Excuse me, are they going to get a code violation or something other than slat? You know those those pretty

965

01:37:28.520 --> 01:37:41.980

Cooper City Hall: hedge things that you you zip tied. You cannot get a code violation for having slats. You could get a code violation for having something that's not structurally built as approved in your permit. But people don't

966

01:37:41.990 --> 01:37:46.849

Cooper City Hall: permit slats in their fences. It's it's an add-on

967

01:37:47.400 --> 01:37:56.360

Cooper City Hall: at the end of the day. Your form is not wrong. It's just title is not so, they should recommend that you guys should recommend

968

01:37:56.460 --> 01:38:04.599

Cooper City Hall: simply a recommendation at the building department. If you're making determinations that something is temporary, maybe have them sign a form to that effect.

969

01:38:07.920 --> 01:38:08.609

got it?

970

01:38:09.480 --> 01:38:24.650

Cooper City Hall: Get some assistance from ours. But you but you said earlier that a temporary is only 180 days. So now they're saying, this is fine because it falls under this definition of the Florida Building code. And that's the decision that the building officials make

971

01:38:25.150 --> 01:38:26.830

Cooper City Hall: maybe have the person signed.

972

01:38:26.840 --> 01:38:34.539

Cooper City Hall: It leads to an abuse of. We can't change the rules. I get that, Jacob. I only offer that

973

01:38:34.840 --> 01:38:50.350

Cooper City Hall: said several times that the building official has certain sovereign authority under 40 building code and understand law. And that's correct. Not anyone on this day at the podium can change a determination made by building, and I'm not trying to overstep anything. I want to make that clear. I'm just trying to clear up a gray area.

974

01:38:51.060 --> 01:39:02.299

Cooper City Hall: And and again, if if they fence with slacks directed and it's erected consistent with the part of building code, there would be no issue and no reason to say that individual. And we know under our code it's currently written, there's no prohibition with slats.

975

01:39:02.430 --> 01:39:08.459

Cooper City Hall: So, Commissioner Malos, yeah, I think I will speak for staff. I think there's an understanding of what you're trying to accomplish.

976

01:39:08.730 --> 01:39:21.420

Cooper City Hall: I don't have any issue legally, I think administratively, we can certainly work with Carlos and his team and the city manager to address that issue. But at the end of the day, if the building official makes a determination.

977

01:39:21.700 --> 01:39:29.330

Cooper City Hall: violates some provision of the Florida building code. Nobody at the city is going to overrule that decision or doesn't violate or either way correct.

978

01:39:29.500 --> 01:39:37.560

Cooper City Hall: right? And if they're making that decision because they believe something is temporary. It would be nice if there's a form online for the residents to do that.

979

01:39:38.300 --> 01:39:48.779

Cooper City Hall: but it may, and but it may not necessarily be a whole and harmless, but some kind of acknowledgement that we can put together. And again, we're happy to work with your professional staff to come up with a document that will accomplish that consensus. Do that. Thank you

980

01:39:48.880 --> 01:39:50.090

with consensus.

981

01:39:50.640 --> 01:39:53.550

Cooper City Hall: Thank you. That's what we have intent on addressing.

982

01:39:53.760 --> 01:39:55.789

Cooper City Hall: Thank you, man, not a problem.

983

01:39:56.150 --> 01:40:02.140

Cooper City Hall: Item number 19, discussion and possible action regarding Mold and City Fire station. Commissioner Melosa.

984

01:40:02.610 --> 01:40:04.020

Cooper City Hall: Great

985

01:40:04.600 --> 01:40:07.300

Cooper City Hall: Thanksgiving weekend. I had

986

01:40:07.670 --> 01:40:12.429

Cooper City Hall: an envelope dropped off on my front doorstep anonymously

987

01:40:12.580 --> 01:40:18.610

Cooper City Hall: the pictures and the report that we're in the envelope. We're here

988

01:40:19.020 --> 01:40:20.799

Cooper City Hall: on Monday

989

01:40:20.860 --> 01:40:25.789

Cooper City Hall: I saw the city manager and the city attorney happened to be here. At the same time

990

01:40:26.220 --> 01:40:38.480

Cooper City Hall: I said, Hey. I cannot direct you. I'm just one member of the Commission. That's not how I do things, but and I know that because this was sent to me anonymously.

991

01:40:38.680 --> 01:40:42.669

Cooper City Hall: I am not legally obligated to do anything like that. But

992

01:40:42.940 --> 01:40:44.690

Cooper City Hall: if this is indeed

993

01:40:45.000 --> 01:40:46.560

Cooper City Hall: a bad condition.

994

01:40:47.180 --> 01:40:50.369

Cooper City Hall: and we have firefighters that are living

995

01:40:50.730 --> 01:40:53.269

Cooper City Hall: airport, living in bad conditions.

996

01:40:53.320 --> 01:40:56.799

Cooper City Hall: Then I would love to see something

997

01:40:56.920 --> 01:40:57.910

Cooper City Hall: done.

998

01:40:58.210 --> 01:41:02.489

Cooper City Hall: but I have no proof that this is even the fire station

999

01:41:02.500 --> 01:41:05.989

Cooper City Hall: or anything. and I left it at that.

1000

01:41:07.460 --> 01:41:19.800

Cooper City Hall: City manager can take it from there if I might. Just I'll just put on the record that the city has been made aware of this report, and Staff has engaged a professional firm

1001

01:41:19.830 --> 01:41:23.720

Cooper City Hall: for our Public Works Department to test and evaluate the building

1002

01:41:23.860 --> 01:41:26.720

Cooper City Hall: related to conditions on the topic of Mole.

1003

01:41:27.210 --> 01:41:34.680

Cooper City Hall: The firm has been on site to test, and we expect a final report from the consultant in approximately 2 weeks.

1004

01:41:34.980 --> 01:41:42.529

Cooper City Hall: Once we have that report in hand, we'll make sure to share the results, certainly with the Mayor and City Commission, as well as appropriate staff for next.

1005

01:41:43.540 --> 01:41:44.550

Cooper City Hall: thank you

1006

01:41:44.900 --> 01:41:47.480

Cooper City Hall: any questions I have of you.

1007

01:41:47.950 --> 01:41:50.040

Cooper City Hall: Keith Mono.

1008

01:41:59.560 --> 01:42:03.850

Cooper City Hall: Commissioners, city managers, staff, and residents.

1009

01:42:04.100 --> 01:42:08.579

Cooper City Hall: What's the first time you were notified that it was apparently molded by thinking.

1010

01:42:08.880 --> 01:42:12.979

Cooper City Hall: when the report came back from the lab.

1011

01:42:13.050 --> 01:42:14.850

Cooper City Hall: what lab?

1012

01:42:15.490 --> 01:42:18.010

Cooper City Hall: Pardon, what report? From what land?

1013

01:42:18.280 --> 01:42:26.940

Cooper City Hall: The report that was sent out by one of the firefighters sent to. I believe it's Capoc Lab, and that right there

1014

01:42:27.600 --> 01:42:31.360

Cooper City Hall: you're talking a firefighter. Did they report it to you.

1015

01:42:32.150 --> 01:42:38.209

Cooper City Hall: They showed me the report didn't ask that. So let me go slower. Okay.

1016

01:42:38.570 --> 01:42:40.700

Cooper City Hall: at any point in time.

1017

01:42:40.890 --> 01:42:47.379

Cooper City Hall: Were you notified by a firefighter that there was mold in the fire sticks prior to the report. Right?

1018

01:42:48.830 --> 01:42:53.800

Cooper City Hall: Yes. The the report showed that there were multiple modes for the report.

1019

01:42:54.650 --> 01:43:07.129

Cooper City Hall: Well, there's ceiling tiles that appear to have mold on them. But that's pure speculation until the tests were done. Okay? And now now we're trying to clarify it. I'm really

1020

01:43:07.690 --> 01:43:08.729

let's step back.

1021

01:43:09.290 --> 01:43:13.229

Cooper City Hall: Let's start with. When did this occur? That you were first notified

1022

01:43:14.760 --> 01:43:22.790

Cooper City Hall: would be the date that the report came out so prior to the report, before the report. You did not know any. No.

1023

01:43:23.270 --> 01:43:25.539

Cooper City Hall: Were you aware that the

1024

01:43:26.700 --> 01:43:28.549

Cooper City Hall: test was being done?

1025

01:43:28.800 --> 01:43:31.819

Cooper City Hall: Yes. Did you notify any?

1026

01:43:32.460 --> 01:43:37.819

Cooper City Hall: No, because it's not an official test didn't ask one. Did you notify any?

1027

01:43:38.110 --> 01:43:38.860

Cooper City Hall: No.

1028

01:43:39.250 --> 01:43:48.950

Cooper City Hall: I believe. Take that back. I believe I did tell the city manager that we were doing mold sampling, and we were sending it off to a lab.

1029

01:43:49.060 --> 01:43:51.399

Cooper City Hall: Now who's weak? Who did the test?

1030

01:43:52.690 --> 01:43:57.089

Cooper City Hall: Some of the firefighters in the station? I was not present when that happened.

1031

01:43:57.990 --> 01:44:03.710

Cooper City Hall: So you you sent away a test that you never saw being done correct.

1032

01:44:04.360 --> 01:44:07.310

Cooper City Hall: Do you know that it was done on Fire Station 28.

1033

01:44:08.120 --> 01:44:15.499

Cooper City Hall: That's what I was told. Who told you? Firefighters that were conducting with a firefighter?

1034

01:44:15.960 --> 01:44:22.820

Cooper City Hall: I don't know which ones were there. I was not present when they were taking samples. No. Who were the firefighters, they told you.

1035

01:44:23.510 --> 01:44:30.950

Cooper City Hall: Oh, it was Captain Lasseter. anyone else? No, that's where I got my information from.

1036

01:44:31.260 --> 01:44:35.840

Cooper City Hall: So am I to understand that Captain Lasseter on his own?

1037

01:44:36.240 --> 01:44:40.909

Cooper City Hall: Did you give approval to do this? Was there any kind of a process? A protocol?

1038

01:44:41.630 --> 01:44:49.860

Cooper City Hall: No protocol, he? He approached me and asked me if he could get a kit off the Internet and take samples

1039

01:44:50.370 --> 01:44:52.640

Cooper City Hall: and then send it away to a lab.

1040

01:44:53.750 --> 01:45:05.179

Cooper City Hall: And he did this on his own expense. Yes. and you approve that I did not deny it. And were you aware of what Labt was sent to?

1041

01:45:05.820 --> 01:45:15.549

Cooper City Hall: Only after the report came back I saw the the report that Commissioner Melosie has who actually performed the test. You don't know because you weren't there correct?

1042

01:45:18.700 --> 01:45:27.760

Cooper City Hall: Why, Mr. City manager, are we treating this differently than we treat code? Because there's a statute out that requires

1043

01:45:28.820 --> 01:45:30.920

Cooper City Hall: no anonymous

1044

01:45:32.820 --> 01:45:39.009

Cooper City Hall: complaints. Be addressed. You have to have a name to a complaint.

1045

01:45:39.750 --> 01:45:44.489

Cooper City Hall: So my question is, what name do we attach to the complaint?

1046

01:45:45.960 --> 01:45:47.060

Cooper City Hall: And

1047

01:45:48.020 --> 01:45:56.419

Cooper City Hall: I'm sorry. Maybe it was there it was. It wasn't in your report. I didn't see that in your report it's in my report. The was that after you asked to change it.

1048

01:45:57.680 --> 01:46:11.459

Cooper City Hall: No, the the report was always in my report. The the results from the lab were in my report from the beginning. from your initial report. Yes. have to reread that because I didn't see that there.

1049

01:46:12.850 --> 01:46:13.800

Cooper City Hall: Then the

1050

01:46:14.080 --> 01:46:17.579

Cooper City Hall: it was mentioned that it wasn't there, and then I saw it there.

1051

01:46:18.130 --> 01:46:23.599

Cooper City Hall: I attach the the report from the lab on my initial

1052

01:46:24.000 --> 01:46:28.829

Cooper City Hall: fire chiefs report. and the report indicates that there's mold

1053

01:46:29.690 --> 01:46:37.549

Cooper City Hall: several types of mold. But I'm I have no idea how hazardous they are. You know I'm not a scientist. So

1054

01:46:37.760 --> 01:46:41.289

Cooper City Hall: I just looked at the report and saw that there were several types of mold.

1055

01:46:41.440 --> 01:46:48.060

Cooper City Hall: and there was no suggestions in the report as to how to handle it or what to do. Remediation? No.

1056

01:46:48.740 --> 01:46:55.260

Cooper City Hall: So and I believe that I spoke with the city manager

1057

01:46:55.550 --> 01:47:08.400

Cooper City Hall: saying, yeah, II do. I want to verify. I do not want to just take this at face value. So I approached the city manager and and asked him for an independent company to do a test.

1058

01:47:08.830 --> 01:47:16.180

Cooper City Hall: because, again. I don't know if that report is accurate or not. Hell. You don't even know if it was from fire 28.

1059

01:47:17.520 --> 01:47:19.619

Cooper City Hall: I do not know who took the samples

1060

01:47:23.550 --> 01:47:24.930

Cooper City Hall: I just don't get.

1061

01:47:25.680 --> 01:47:38.720

Cooper City Hall: You're more than welcome.

1062

01:47:40.180 --> 01:47:41.279

Cooper City Hall: Commissioner Green.

1063

01:47:42.030 --> 01:47:44.470

Cooper City Hall: Thank you, Mayor Ross. So

1064

01:47:45.170 --> 01:47:46.719

Cooper City Hall: at the end of the day

1065

01:47:47.910 --> 01:47:49.980

Cooper City Hall: we possibly have mould

1066

01:47:50.910 --> 01:47:53.100

Cooper City Hall: and a facility

1067

01:47:53.240 --> 01:47:54.970

Cooper City Hall: that is owned by the city.

1068

01:47:55.370 --> 01:48:07.639

Cooper City Hall: and we have an obligation and a responsibility to make sure to ensure that we are not putting our our employees in harm's way. II understand. I hear I hear the the conversations going on

1069

01:48:07.690 --> 01:48:19.470

Cooper City Hall: on. The day is and and I know that there's passion on the day as but for me as an elected official here in Cooper City at the end of the day. If there is mole

1070

01:48:19.630 --> 01:48:24.130

Cooper City Hall: and fire station. police, station, city hall.

1071

01:48:24.290 --> 01:48:31.970

Cooper City Hall: pool and tennis center anywhere, we have a duty and an and an obligation to make sure that we rectify it.

1072

01:48:32.000 --> 01:48:39.730

Cooper City Hall: However, the information comes to the city. I know that, Mayor, you are absolutely correct in that things cannot be sent.

1073

01:48:39.750 --> 01:48:42.220

Cooper City Hall: Excuse me, and anonymously.

1074

01:48:42.420 --> 01:48:45.880

Cooper City Hall: and I understand that you're absolutely correct.

1075

01:48:47.070 --> 01:48:50.040

Cooper City Hall: With that being said. we do know that there's a

1076

01:48:50.680 --> 01:48:53.920

Cooper City Hall: so I think electively, I think we

1077

01:48:55.200 --> 01:48:57.149

Cooper City Hall: I would hate to see us get

1078

01:48:57.550 --> 01:49:00.210

Cooper City Hall: boggled down in the weeds here.

1079

01:49:00.480 --> 01:49:07.230

Cooper City Hall: And just move forward and say, Hey, look! This is we have to address it. It is what it is we've got to take care of it

1080

01:49:07.280 --> 01:49:26.259

Cooper City Hall: to ensure that the firefighters and all of our folks, that we're keeping them safe as possible. That's all I have, thank and and, Commissioner, I don't dispute that. My difficulty is we're to trust, and this is my understanding. We are to trust a firefighter who didn't do this in front of our chief, who's the chief of the firefighters.

1081

01:49:26.350 --> 01:49:28.740

Cooper City Hall: who's a liaison to Cooper City.

1082

01:49:28.800 --> 01:49:37.230

Cooper City Hall: and who says, I don't know. You know what happened. I never had reported mold before in any of my reports. I'm notified

1083

01:49:37.370 --> 01:49:46.560

Cooper City Hall: through, and anonymous. And and now all of a sudden we have a test that isn't verified from fire 28,

1084

01:49:46.770 --> 01:49:48.250

Cooper City Hall: but that it shows mold.

1085

01:49:48.450 --> 01:49:54.920

Cooper City Hall: But now now we're asking, and I don't dispute that an independent test should be done.

1086

01:49:55.460 --> 01:49:57.620

Cooper City Hall: I totally dispute

1087

01:49:57.920 --> 01:49:59.960

Cooper City Hall: the whole. And who is it, Captain?

1088

01:50:00.840 --> 01:50:06.010

Cooper City Hall: Is he Cooper City captain, or is he? I'm sorry? Yes.

1089

01:50:07.630 --> 01:50:11.029

Cooper City Hall: and so I'm going to pick. I'm going to. I want to.

1090

01:50:11.190 --> 01:50:15.480

Cooper City Hall: So didn't. Several years ago this commission

1091

01:50:15.860 --> 01:50:20.800

Cooper City Hall: past and ordinance, or put it in the charter whereby

1092

01:50:21.310 --> 01:50:24.900

Cooper City Hall: people could make an anonymous complaint.

1093

01:50:25.280 --> 01:50:34.919

Cooper City Hall: Not that I'm aware of, but but my point to to that Commissioner was where to trust the same people that you could not control.

1094

01:50:35.130 --> 01:50:40.299

Cooper City Hall: holding the fact that they were utilizing and abusing

1095

01:50:40.720 --> 01:50:44.620

Cooper City Hall: temperature gauge in the fire house, and to my

1096

01:50:45.960 --> 01:50:50.309

Cooper City Hall: dismay. I find out that they're still doing it when you're not there.

1097

01:50:50.550 --> 01:50:57.310

Cooper City Hall: The mayor, mayor, that's speculation. I don't believe they're doing that. I go in. I'm in and out of the station

1098

01:50:57.740 --> 01:51:04.750

Cooper City Hall: during the day and during the night the thermostats are always set. They're professional firefighters.

1099

01:51:04.780 --> 01:51:09.759

Cooper City Hall: They're promoted officers. I've given them a directive and they follow it.

1100

01:51:09.980 --> 01:51:13.080

Cooper City Hall: and if you give a directive they always follow it correct.

1101

01:51:13.090 --> 01:51:18.100

Cooper City Hall: I haven't had them not follow it to date. and if I prove to the contrary.

1102

01:51:19.560 --> 01:51:23.449

Cooper City Hall: what does that show? Well, then, I will address it again.

1103

01:51:23.580 --> 01:51:24.270

Well.

1104

01:51:24.780 --> 01:51:29.060

Cooper City Hall: say it again and and again. I don't expect this commission to

1105

01:51:29.300 --> 01:51:32.239

Cooper City Hall: take an anonymous report as is.

1106

01:51:32.530 --> 01:51:37.250

Cooper City Hall: which is why I want to verify before any action is taken

1107

01:51:37.300 --> 01:51:38.560

Cooper City Hall: from the Commission.

1108

01:51:38.990 --> 01:51:44.829

Cooper City Hall: I believe that's only prudent to verify the results, because it may come back as totally different.

1109

01:51:47.690 --> 01:51:49.920

Cooper City Hall: because it may be totally different.

1110

01:51:51.810 --> 01:51:55.000

Cooper City Hall: Place that the example was taken.

1111

01:51:58.480 --> 01:52:00.370

Cooper City Hall: Point point of order. Point of order.

1112

01:52:00.410 --> 01:52:01.420

Cooper City Hall: sir.

1113

01:52:01.740 --> 01:52:08.980

Cooper City Hall: We. We're spending an abundant amount of time on something that, and I hear your concerns. It's a legitimate concern.

1114

01:52:09.050 --> 01:52:10.829

Cooper City Hall: but we are spending a lot of

1115

01:52:11.150 --> 01:52:21.810

Cooper City Hall: on an issue that we know that we have to address. I think we have. So let me find out. Mr. City manager. Was there an independent test performed?

1116

01:52:23.790 --> 01:52:30.490

Cooper City Hall: Yes, there was. Did we get it results back in we. We anticipate those within the next 2 weeks.

1117

01:52:30.820 --> 01:52:33.129

Cooper City Hall: Put it back on the agenda, please. Sure.

1118

01:52:34.990 --> 01:52:38.050

Cooper City Hall: Making charity. Yeah. So

1119

01:52:38.430 --> 01:52:42.269

Cooper City Hall: I have concerns with how this came about. And

1120

01:52:43.060 --> 01:52:55.109

Cooper City Hall: I think it's strange to read about mold one of our facilities on the agenda, and not to have been informed about it ahead of time. I guess you're standing in front of me until I'm looking at you.

1121

01:52:55.150 --> 01:52:58.300

Cooper City Hall: But I don't understand why this is agenda. Item.

1122

01:52:58.420 --> 01:53:06.639

Cooper City Hall: if somebody came to me and told me they believe there's something hazardous, I would think that the process would be to go to the manager and say, Hey.

1123

01:53:06.740 --> 01:53:23.920

Cooper City Hall: this is the report. And the manager should either say, Okay, I'm gonna do this or take, you know. verify like you said, or if the manager was like defiant saying, I'm not gonna do that. I would then like, bring it forward and tell the commission. I think we need to do this, but I'm not sure why we like this.

1124

01:53:24.610 --> 01:53:32.389

Cooper City Hall: Why are we posting anonymous reports on on on the agenda? Why like, why are these things getting to the agenda just seems like a very simple thing.

1125

01:53:32.940 --> 01:53:33.670

Cooper City Hall: Just

1126

01:53:34.020 --> 01:53:38.379

Cooper City Hall: have someone do a mold test, and and then we determine if we have an issue, and

1127

01:53:39.280 --> 01:53:43.569

Cooper City Hall: that should be the process. So where is the breakdown? Why are we

1128

01:53:43.890 --> 01:53:48.149

Cooper City Hall: reading about this on an agenda, and why isn't it into Captain's report?

1129

01:53:48.680 --> 01:54:12.460

Cooper City Hall: But not even. It's like one time my staff thought there was mold right. They all started coughing for like 3 days straight, till I had it like tested, and then when I got the test back, it was like, Oh, less mold in the average house, and they were all like better. So like these things take off like wildfire. If there's more we need to address it. If there isn't we, we shouldn't. Sometimes you treat it. Sometimes you knock down the whole building. If there's a special, there's all kinds of things right. But why is this like on the agenda

1130

01:54:12.610 --> 01:54:14.279

Cooper City Hall: should just be, hey?

1131

01:54:14.370 --> 01:54:18.589

Cooper City Hall: We've got a complaint. I think that question should be asked to the person who put it on these.

1132

01:54:19.940 --> 01:54:27.620

Cooper City Hall: The person who put it on the agenda put it on the agenda because I said, that I'm going to do everything out in the open.

1133

01:54:28.020 --> 01:54:43.140

Cooper City Hall: and I'm not doing anything behind closed doors, and I think the residents have a right to know everything that we're doing. End of story, and if that's not something you agree with. Oh, well, this is how I'm this is how I feel that it should be done.

1134

01:54:43.240 --> 01:54:59.879

Cooper City Hall: We have tax dollars that we are in charge of. We have buildings that people are entering. If this is an issue, people should be aware of it. Is it an issue? But I don't know if it is or is not. But if you look up, if you look up any one of these.

1135

01:55:00.030 --> 01:55:28.870

Cooper City Hall: these potential moles, if they are all of these, could induce breathing issues to anyone that has asthma. People go into that fire station on a regular basis, and there are people that can go in there for a car seat check. There were small infants that could go in there that might have some kind of compromise, so I want this out in the open.

1136

01:55:28.890 --> 01:55:47.000

Cooper City Hall: I'm sorry if you don't agree with me. It is your right to not agree with me. That's we are. That's why we are 5 individuals. Understand the process so like, if the fire chief, I don't know if you received. Did you receive like a lot of complaints prior to this?

1137

01:55:48.250 --> 01:55:52.969

Cooper City Hall: No, the firefighters just approach me about taking a test.

1138

01:55:53.180 --> 01:56:05.950

Cooper City Hall:  If some of them did have any issues. They didn't come in to me and complain. So it it's just like for somebody to suspect there's Mole to go out, do their own test

1139

01:56:05.960 --> 01:56:25.960

Cooper City Hall: and then do it anonymously. Drop it off at a city commissioner's house, and for it to make it onto an agenda is just odd, like, I would think if I went to the Fire Chief, and I'm like, Oh, I think there's mold he should get on his. You know. I work and put a work order into the facilities department, and they like come over. And they're like, Oh, hey, this could be mold, and they call somebody up to come, test it, and then, like it's determined

1140

01:56:25.960 --> 01:56:38.949

Cooper City Hall: not all this. Let's go. Put an anonymous report and drop. Drop it off. Now. Maybe they've been going to the fire department, the fire chief for 5 years, and he won't do anything, and then they they do like a whistleblower. But this just stinks.

1141

01:56:40.420 --> 01:56:49.070

Cooper City Hall: Yeah, they would. We have a hotline you can call in. So it just looks. It doesn't appear right, because it appears like there's a motive. So

1142

01:56:50.100 --> 01:57:02.930

Cooper City Hall: I agree, that's why I'm not putting a lot of weight into the report until it verified. So we we should probably just go check it out with a little test, and then, if

1143

01:57:03.730 --> 01:57:09.960

Cooper City Hall: if it comes out big we'll get quotes. Do we remediate it? Do we knock the building down that we, whatever we gotta do? But

1144

01:57:10.540 --> 01:57:16.980

Cooper City Hall: honestly, this shouldn't have made it to the agenda. This should be something that you just asked the manager. Hey? Can you? In your facilities people check it out

1145

01:57:17.330 --> 01:57:23.759

Cooper City Hall: before that shouldn't have made it to the agenda. There was nothing we could have done legislatively to change the building department.

1146

01:57:24.240 --> 01:57:25.370

Cooper City Hall: Commissioner Ketchup.

1147

01:57:26.300 --> 01:57:32.989

Cooper City Hall: so, addressing the fact that if there is mold, obviously, I think we all agree, this needs to be addressed.

1148

01:57:33.110 --> 01:57:35.630

Cooper City Hall: There's a lot of facilities that's used in fire station

1149

01:57:36.380 --> 01:57:42.659

Cooper City Hall: discussion about that I know we've already asked for a topic on the on the bunks.

1150

01:57:42.770 --> 01:57:48.790

Cooper City Hall: You know that they're not adequate. So I'd like to when we put it on the agenda

1151

01:57:48.900 --> 01:57:54.660

Cooper City Hall: masking. You talk about more than us piece of it to talk about the whole.

1152

01:57:55.440 --> 01:58:07.649

Cooper City Hall: I mean there hopefully. There's no mold. you know. If our test comes back. But regardless, I think we need to talk about the good picture. It's gonna keep coming back last time we had air conditioning.

1153

01:58:08.270 --> 01:58:11.980

Cooper City Hall: that's all. So you all can work on that

1154

01:58:17.390 --> 01:58:20.790

Cooper City Hall: where the mold example was taken

1155

01:58:21.700 --> 01:58:23.650

Cooper City Hall: the first unauthorized time.

1156

01:58:23.750 --> 01:58:29.910

Cooper City Hall: and then I'll ask you the same question on the second time when the city did it was that anywhere near the air conditioning leaks?

1157

01:58:31.200 --> 01:58:36.279

Cooper City Hall: I believe the the areas that it was taken and are noted in the report.

1158

01:58:36.740 --> 01:58:41.520

Cooper City Hall: There were several areas throughout the station that it was taken.

1159

01:58:41.830 --> 01:58:46.620

Cooper City Hall: and I don't believe there was taken from the A/C duct itself.

1160

01:58:47.160 --> 01:58:49.530

Cooper City Hall: It was just. It only specifies

1161

01:58:49.900 --> 01:58:54.969

Cooper City Hall: rooms such as the lobby, the bunk room, the kitchen.

1162

01:58:55.090 --> 01:58:56.900

Cooper City Hall: sudden endpoint.

1163

01:58:56.960 --> 01:58:59.300

Cooper City Hall: you know that it was taken from an A/C duff.

1164

01:59:03.850 --> 01:59:11.580

Cooper City Hall: Anything else, hearing nothing, we'll move on. Item number 20, purchase an installation of heaters and chillers

1165

01:59:11.710 --> 01:59:15.709

Cooper City Hall: from Simblant. I believe service is Corp

1166

01:59:15.970 --> 01:59:18.670

Cooper City Hall: parks, and Rec. Mr. Joshua.

1167

01:59:21.050 --> 01:59:23.009

Cooper City Hall: Good evening, Mayor Commission, how are you doing?

1168

01:59:24.490 --> 01:59:25.210

Cooper City Hall: Good?

1169

01:59:26.500 --> 01:59:30.030

Cooper City Hall: So this is, for you have somebody online from Symbiont.

1170

01:59:30.720 --> 01:59:32.540

Cooper City Hall: the ones in attendance

1171

01:59:32.760 --> 01:59:34.309

Steve Olds: from Soviet service.

1172

01:59:37.840 --> 01:59:38.630

Cooper City Hall: Steve.

1173

01:59:38.860 --> 01:59:40.049

Steve Olds: Yes, I'm here.

1174

01:59:43.840 --> 01:59:47.500

Cooper City Hall: I am here. Okay, now I hear you. Thank you. Alright. Yup.

1175

01:59:48.980 --> 01:59:54.010

Cooper City Hall: So this was for the sole source purchase of the geothermal heaters and killers for the pool and tennis center pool.

1176

01:59:54.210 --> 01:59:57.999

Cooper City Hall:  This was a

1177

01:59:58.640 --> 02:00:08.290

Cooper City Hall: unit's unit's been around for about 15 years now, so that's a time where it's time to replace them. We went out. We did. Our research

1178

02:00:08.340 --> 02:00:12.379

Cooper City Hall: checked around to make sure it was still sole source, and we came back, finding that it

1179

02:00:12.440 --> 02:00:17.459

Cooper City Hall: still sole source for the units. So we wanted to.

1180

02:00:17.710 --> 02:00:21.470

Cooper City Hall: This is the commission to go ahead and approve the purchase of the units.

1181

02:00:22.070 --> 02:00:28.350

Cooper City Hall: and provided the background of the items, we'll be replacing all 4 heaters and chillers at the facility.

1182

02:00:29.490 --> 02:00:41.330

Cooper City Hall: Yeah, I have questions. Is the Rec director available. Mr. Rhodes is actually standing in for the direction to see. So the

1183

02:00:42.600 --> 02:00:46.959

Cooper City Hall: II think that there's a misunderstanding of soul source.

1184

02:00:48.650 --> 02:00:52.980

Cooper City Hall: and I brought this up. I don't know why this item is on still but

1185

02:00:53.260 --> 02:01:00.130

Cooper City Hall: the gentleman on the phone. I think he said his name was Steve. Either one, either one single source. Soul source. That

1186

02:01:00.610 --> 02:01:03.849

Cooper City Hall: this company is not the only producer of

1187

02:01:04.650 --> 02:01:05.830

Cooper City Hall: geothermal

1188

02:01:06.100 --> 02:01:07.419

Cooper City Hall: bull pops correct.

1189

02:01:07.630 --> 02:01:10.910

Cooper City Hall: I guess that's probably for him, not you. But Steve, you wanna chime in.

1190

02:01:11.370 --> 02:01:13.019

Steve Olds: Yes. Can you hear me now?

1191

02:01:13.180 --> 02:01:18.769

Cooper City Hall: Yes, okay. So send me in service. Invented these heaters.

1192

02:01:20.060 --> 02:01:25.160

Steve Olds: nearly 40 years ago. We are the sole source in the State of Florida.

1193

02:01:25.250 --> 02:01:36.309

Steve Olds: The heaters are produced for us by aquacal, which is the largest heat pump manufacturer in the world. They're based out of St. Petersburg. Any

1194

02:01:37.270 --> 02:01:43.910

Steve Olds: company that wants to purchase those heaters has to wholesale those heaters through symbion service.

1195

02:01:44.140 --> 02:01:55.720

Steve Olds: If you were to anybody outside of Symbian service, install the heaters, we will not be able to service the heaters ourselves. It would void void the warranty.

1196

02:01:55.850 --> 02:02:01.079

Steve Olds: We are the only company that obviously, because we invented the heaters.

1197

02:02:01.240 --> 02:02:10.920

Steve Olds: We are the inventors, the installers, the service provider, and the warranty station the city of Cooper has been a customer for 15 years.

1198

02:02:11.020 --> 02:02:14.159

Steve Olds: and we provided service to

1199

02:02:14.360 --> 02:02:15.620

Steve Olds: the pool! There.

1200

02:02:15.840 --> 02:02:44.499

Steve Olds: There is some issues outside of the heater as as well. The panel, the electrical panel is overloaded which needs to be replaced. We are licensed electrical plumbing, Hvac Pool and building contractors, so we will also be replacing the electrical panel and upgrading that to as well. Re regarding the sole source. Yes, a. If if you're gonna get these heaters, they have to either come through us or they're gonna be wholesale out

1201

02:02:44.860 --> 02:02:47.570

Steve Olds: through us to a contractor.

1202

02:02:48.550 --> 02:02:56.329

Cooper City Hall: So I don't care to get into a procurement conversation with a vendor, but just the fact that if we wholesale to another person

1203

02:02:56.510 --> 02:03:00.139

Cooper City Hall: shows that it's not sole source. But they're not. The sole source of

1204

02:03:00.280 --> 02:03:01.680

Cooper City Hall: full heater pumps

1205

02:03:02.080 --> 02:03:08.199

Cooper City Hall: is what I'm trying to get. So ford is the sole source of the F. 1 50. But they're not the sole source

1206

02:03:08.260 --> 02:03:09.690

Cooper City Hall: of pickup trucks

1207

02:03:10.120 --> 02:03:15.090

Cooper City Hall: and many municipalities throughout Florida have put out

1208

02:03:15.350 --> 02:03:18.709

Cooper City Hall: rfps or or pumps.

1209

02:03:19.300 --> 02:03:24.890

Cooper City Hall: and this company has has bid on some of them, but from a procedural standpoint

1210

02:03:24.940 --> 02:03:28.019

Cooper City Hall: they're not the only producer

1211

02:03:28.420 --> 02:03:30.260

Cooper City Hall: of bull pops.

1212

02:03:30.580 --> 02:03:35.760

Cooper City Hall: If this were a part within a system. I could say, yes.

1213

02:03:35.890 --> 02:03:43.130

Cooper City Hall: they're the only ones that make that part in that engine. But when you're looking at replacing the whole system, it needs to be procured.

1214

02:03:43.940 --> 02:03:48.059

Cooper City Hall: With that aside, if you simply look at the

1215

02:03:49.770 --> 02:03:50.860

Cooper City Hall: backup

1216

02:03:51.660 --> 02:03:55.150

Cooper City Hall: from this company and the contract, the terms and conditions.

1217

02:03:55.250 --> 02:03:59.099

Cooper City Hall: This is not acceptable to me, so I'll give you a couple of things

1218

02:03:59.900 --> 02:04:04.620

Cooper City Hall: if you look at the terms and condition number One. This proposal is subject to change without notice.

1219

02:04:06.420 --> 02:04:11.210

Cooper City Hall: Customer shall pay, or shall be liable for 10% liquidated damages.

1220

02:04:11.440 --> 02:04:12.429

Also number one.

1221

02:04:13.510 --> 02:04:25.680

Cooper City Hall: Customers shall allow contract posted signs and advertise the project, location or construction that maybe not a big deal. Let's go to Number 4 when the price for any item of materials to be used on the project increases by more than 5%,

1222

02:04:26.290 --> 02:04:37.790

Cooper City Hall: or between contract signing material purchase. Customers shall pay the contractor on request. All sums by which the cost to contractor for material items has increased beyond 5. So if this goes up

1223

02:04:38.030 --> 02:04:44.120

Cooper City Hall: 1,000, we're gonna be paying 1,000 more. That's not the type of contracts. I think we should be

1224

02:04:45.510 --> 02:04:48.390

Cooper City Hall: customers shall pay for all extra costs

1225

02:04:48.410 --> 02:04:54.720

Cooper City Hall: incurred by contractor in addition to the contract price that's in the second sentence of Number 6. Okay.

1226

02:04:55.170 --> 02:05:01.380

Cooper City Hall: Number 10, part of the sole source or single source justification. There was information regarding warranty

1227

02:05:01.750 --> 02:05:09.119

Cooper City Hall: number 10 says there are no express room, 5 warranties whatsoever, including, but not limited to the 5 warranty, marchability and fitness. Particular purpose

1228

02:05:10.700 --> 02:05:12.670

Cooper City Hall: there's we we are not.

1229

02:05:13.120 --> 02:05:18.670

Cooper City Hall: Our policy is not to ratify contracts of vendors

1230

02:05:18.780 --> 02:05:22.139

Cooper City Hall: right? So this might be their standard one. But it's not what?

1231

02:05:22.640 --> 02:05:29.239

Cooper City Hall: I'm okay with this waves and says there's no specific completion date. That's not number 13. We already had an issue with.

1232

02:05:30.280 --> 02:05:39.009

Cooper City Hall: We remember we had a liquidated damages. I don't even know. This is something that would matter with the pumps. I don't know if we need the pumps or the operate pool, or just hold. I don't know about that.

1233

02:05:39.080 --> 02:05:42.239

Cooper City Hall: But what I'm saying is from a procurement standpoint. Okay.

1234

02:05:42.690 --> 02:05:44.670

Cooper City Hall: this is not done the right way.

1235

02:05:44.810 --> 02:05:48.229

Cooper City Hall: It also says, customer waves all damages associated with delays.

1236

02:05:48.650 --> 02:05:54.050

Cooper City Hall: and also says your final payment is due the day of equipment startup. Well, I don't think our

1237

02:05:54.980 --> 02:05:58.180

Cooper City Hall: county department writes checks. and let's.

1238

02:05:58.430 --> 02:06:05.869

Cooper City Hall: you know, the same day goes out. It just doesn't happen right. They usually probably finish the job, and then they submit it, for I don't think it's same day.

1239

02:06:06.070 --> 02:06:08.440

Cooper City Hall: least in my experience. Checks are not written same thing.

1240

02:06:09.500 --> 02:06:12.499

Cooper City Hall: and if if we don't avoid our warranty. So

1241

02:06:13.620 --> 02:06:24.420

Cooper City Hall: we we just have to go back to some basics. If this falls within the definitions of our go, which I think it probably doesn't, because II saw several other municipalities procuring these things.

1242

02:06:24.840 --> 02:06:26.899

Cooper City Hall: Okay, if it does fall within it.

1243

02:06:27.070 --> 02:06:33.110

Cooper City Hall: if it doesn't, it needs to be prepared. If it does. It's fine. But we we need to. You know, mark these things up. We just don't agree.

1244

02:06:33.130 --> 02:06:40.440

Cooper City Hall: The price increases and price overruns and things like that. though I appreciate the

1245

02:06:40.870 --> 02:06:52.229

Cooper City Hall: Rec Department doing what it had to do to try to get to the end. But from a procurement standpoint our procurement department should be looking at these things, saying, Hey, Nope, Nope, Nope, we don't do this. We don't do that.

1246

02:06:52.460 --> 02:06:59.370

Cooper City Hall: You have to have insurance. You don't have to have this. You know those are the things that aren't being done, and they need to be done.

1247

02:06:59.700 --> 02:07:02.060

Cooper City Hall: Commissioner Green. Mr. Horowitz.

1248

02:07:02.860 --> 02:07:04.290

Cooper City Hall: is this, is this a?

1249

02:07:04.510 --> 02:07:06.390

Cooper City Hall: Is this something that you would see

1250

02:07:06.540 --> 02:07:18.960

Cooper City Hall: that your office would see? II did see the item when it came through the agenda system, reviewed the contract. The issues that Commissioner Schrouter is referring to are primarily business decisions, policy decisions in the Commission. They're not unlawful.

1251

02:07:19.230 --> 02:07:25.309

Cooper City Hall: The issues that we would see as a matter of law. For instance, the contract is governed by the State of Florida. There's certain language in there we would

1252

02:07:25.690 --> 02:07:29.799

Cooper City Hall: clearly want as a matter of law, but the issues that

1253

02:07:29.840 --> 02:07:31.590

Mr. Shrouder's raising our business.

1254

02:07:32.120 --> 02:07:43.520

Cooper City Hall: their their decisions for the city to make as a matter of policy for administration or for this Commission. Okay? So and the gentleman from Symbiot is symbiotic is still on the phone.

1255

02:07:43.530 --> 02:07:48.369

Cooper City Hall: Is this something that? So I know that Commissioner shrouded, talked about a procurement

1256

02:07:48.550 --> 02:08:03.159

Cooper City Hall: procurement process. My question is, does this have to go based on the conversation or the the items that Commissioner shrouder raised? Is this something that has to go back to should go back to your your recommendation as the city attorney for this city.

1257

02:08:03.530 --> 02:08:06.889

Cooper City Hall: I will offer, if I may commission. Yes, sir, so our code

1258

02:08:07.010 --> 02:08:11.530

Cooper City Hall: clearly delineates between single-source purchases and sole source purchase

1259

02:08:12.090 --> 02:08:13.959

Cooper City Hall: a single source. Purchase

1260

02:08:14.030 --> 02:08:21.690

Cooper City Hall: refers to a supply source for goods or services to which purchases are directed because the issues, because of issues related to standardization.

1261

02:08:21.790 --> 02:08:26.400

Cooper City Hall: warranty or other factors, even though competitive sources may be available.

1262

02:08:26.720 --> 02:08:37.270

Cooper City Hall: This may be a situation where there are other competitive options out there, I can say, as Commissioner Schroeder indicated, I am aware of other cities that have gone out to bid for these particular pumps.

1263

02:08:37.580 --> 02:08:40.179

Cooper City Hall: That's not to say there's not necessarily competitive

1264

02:08:40.250 --> 02:08:41.610

Cooper City Hall: process available.

1265

02:08:41.760 --> 02:08:45.409

Cooper City Hall: But my understanding based on discussions with your professional staff.

1266

02:08:45.470 --> 02:09:07.560

Cooper City Hall: Is that because we use these geothermal pumps. And we want to continue using the pump system that we have in place. There may be a single source, not a sole source opportunity because of standardization and because of warranty. And that is what your staff has recommended. Okay, and I understand. I heard Commissioner Charlotte says that Ford only bills F. 1 50 s. And I completely agree with that.

1267

02:09:07.630 --> 02:09:20.670

Cooper City Hall: So if I'm buying an F. 1 50 Ford, I'm certainly not going to go to Chevy or Toyota, or some other company for the parts, and it's the same thing in my mind. And with this, if this is the company that

1268

02:09:20.990 --> 02:09:22.170

Cooper City Hall: designed

1269

02:09:23.320 --> 02:09:28.699

Cooper City Hall: the heaters and chillers that this city is currently using.

1270

02:09:29.730 --> 02:09:38.949

Cooper City Hall: And what you have, what you and staff are has said to us is that they're 15 years. They need to be replaced

1271

02:09:39.260 --> 02:09:39.930

right.

1272

02:09:40.260 --> 02:09:42.050

Cooper City Hall: And this is the company.

1273

02:09:42.220 --> 02:09:43.250

Cooper City Hall: So.

1274

02:09:44.160 --> 02:09:50.400

Cooper City Hall: But I mean we're spending. II hear what you're saying, Commissioner, shrouder. But I certainly don't want to get into a situation where

1275

02:09:50.760 --> 02:09:52.739

Cooper City Hall: we took all this time.

1276

02:09:52.870 --> 02:10:01.949

Cooper City Hall: when we had the pool issue come up with with regards to the Rebar, and the pool was offline, for where it should have been

1277

02:10:02.200 --> 02:10:17.149

Cooper City Hall: 3 months, 6 months. It was offline for Mr. Rhodes. How long was it offline? A year, almost. It was almost a year. It was almost a year, and we had to hear from the residents about. Okay, what are we doing? What are we doing? I certainly don't want us to be in another position where

1278

02:10:17.510 --> 02:10:18.670

Cooper City Hall: we're taking

1279

02:10:18.710 --> 02:10:22.059

Cooper City Hall: a lot of time. We know that we have to get it done.

1280

02:10:22.660 --> 02:10:26.960

Cooper City Hall: This is a process that's it's a viable process. It's legal.

1281

02:10:27.320 --> 02:10:28.820

Cooper City Hall: Let's just get it done.

1282

02:10:30.120 --> 02:10:32.030

Cooper City Hall: I don't think. Well.

1283

02:10:32.500 --> 02:10:33.220

Cooper City Hall: if

1284

02:10:33.760 --> 02:10:35.949

Cooper City Hall: we were replacing part of the city

1285

02:10:36.530 --> 02:10:41.119

Cooper City Hall: that would make more sense to me like I said, I'm not saying it's right or wrong, but the paperwork is not sufficient.

1286

02:10:41.160 --> 02:10:42.459

Cooper City Hall: When I read this

1287

02:10:42.490 --> 02:10:48.519

Cooper City Hall: it states placement of all food eaters and jewelers. So I'm thinking of a total replacement of the system.

1288

02:10:49.300 --> 02:10:51.770

Cooper City Hall: And when I'm thinking of a total replacement of a system.

1289

02:10:51.880 --> 02:10:53.110

it could go out the pit.

1290

02:10:53.300 --> 02:11:03.420

Cooper City Hall: If it's a part of it that would make more sense. The issue is, we've had procurement problems in the city almost each time I've raised them.

1291

02:11:03.430 --> 02:11:05.099

Think I'm a hundred percent. I'd be correct

1292

02:11:05.220 --> 02:11:10.980

Cooper City Hall: to the point where the Inspector General's office last year issued a report that said

1293

02:11:11.080 --> 02:11:19.110

Cooper City Hall: we bypass procurement over over the protest of a single Commissioner RS.

1294

02:11:19.380 --> 02:11:29.069

Cooper City Hall: Say, whose initials are, and as a result we bypass. We bypass procurement, procured something, and we were misled, and the reason why we were misled it and it. And it said, in there

1295

02:11:29.230 --> 02:11:31.670

Cooper City Hall: the reminder, the reason there's multiple

1296

02:11:31.690 --> 02:11:37.309

Cooper City Hall: steps in the process is so that there's checks and balance, we should not rely upon

1297

02:11:37.930 --> 02:11:40.219

Cooper City Hall: one step, but something to that effect.

1298

02:11:40.580 --> 02:12:01.840

Cooper City Hall: So so, documents not there. I want to see the documentation. If you're replacing the whole system, it should be broke here. If you're if you're saying it's a portion, then it needs to say, Hey, this is a portion replacing 5 out of the 10 parts. If you're saying, there's a lot of places that make this, but the only one in town that that can do it is this one, and they come right over and fix it. I understand that. But that information's not in there. No one's name signed to this.

1299

02:12:01.870 --> 02:12:09.390

Cooper City Hall: I just. I'm not comfortable paying out money, Commissioner Schrodinger. II hear what you're saying, and I agree with what you're saying.

1300

02:12:09.810 --> 02:12:11.319

Cooper City Hall: What I've said is.

1301

02:12:12.030 --> 02:12:15.389

Cooper City Hall: we have a city attorney that we're we have a firm

1302

02:12:15.510 --> 02:12:31.429

Cooper City Hall: that we pay, that you have not. This is not. You're absolutely correct. This is not the first time that you have raised the issue, as it pertains to procurement. So if you have raised this issue on a number of occasions, and we have our city attorney. We have the staff

1303

02:12:31.530 --> 02:12:43.370

Cooper City Hall: that should be. This should. I don't understand why this continues to be an issue, as it pertains to procurement. What what is, is disappointing is

1304

02:12:44.350 --> 02:12:45.979

Cooper City Hall: this comes to us.

1305

02:12:46.250 --> 02:12:53.219

Cooper City Hall: and we should be in a position to take action on an item such as this because it impacts

1306

02:12:53.290 --> 02:13:06.419

Cooper City Hall: what we do as a as a city. It impacts the the services that we're able to provide to our residents. And yes, I understand that we have to be extremely thorough, and I completely agree with that. But, folks.

1307

02:13:06.470 --> 02:13:12.029

Cooper City Hall: whatever we have to do to get this, get this right, so that when when it comes.

1308

02:13:12.750 --> 02:13:18.970

Cooper City Hall: when it comes to the Commission that we're that we're able to to vote on it and not have just lengthy.

1309

02:13:19.220 --> 02:13:26.280

Cooper City Hall: You know diatribes about the procurement process when we've heard it for years and years and years. I mean, this is inefficient.

1310

02:13:26.390 --> 02:13:30.780

Cooper City Hall: I brought these up ahead of time. I honestly thought this item would have been full or modified

1311

02:13:31.300 --> 02:13:35.849

Cooper City Hall: truthfully. I didn't I? This isn't like I'm bringing this up for the first time tonight, Commissioner. Catcher.

1312

02:13:54.670 --> 02:13:57.329

Cooper City Hall: Oh, it wasn't uploaded. That's what it was. Mr. Manager.

1313

02:14:01.690 --> 02:14:07.400

Cooper City Hall: Sorry. What what was that memo from the director was was not uploaded at 1 point.

1314

02:14:08.260 --> 02:14:19.040

Cooper City Hall: That that is correct. This was the item, though one of the reasons that we did not have it on the last agenda is because the additional backup related to single source purchase was not included.

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02:14:19.720 --> 02:14:23.260

Cooper City Hall: And so, when this additional documentation was included.

1316

02:14:23.270 --> 02:14:29.380

Cooper City Hall: that's why II did add it and have the item back to the Commission to discuss

1317

02:14:30.890 --> 02:14:33.539

Cooper City Hall: in the memo. It says.

1318

02:14:33.730 --> 02:14:36.000

I presume this is coming from our code.

1319

02:14:36.180 --> 02:14:36.960

Cooper City Hall: and

1320

02:14:37.810 --> 02:14:38.610

the

1321

02:14:41.050 --> 02:14:45.769

Cooper City Hall: do this when there's only one economically feasible source for the required supply services.

1322

02:14:47.890 --> 02:14:50.379

Cooper City Hall: Is is this the only

1323

02:14:51.110 --> 02:14:53.080

economically feasible source?

1324

02:14:53.340 --> 02:15:08.090

Cooper City Hall: So again, like Steve was explaining to us, if we go out and buy Aita tiller from another person, it's gonna be their markups on it. and all that process which goes to what Ryan was Commissioner Schrodinger was saying about. If there are other sellers, but

1325

02:15:08.180 --> 02:15:09.189

Cooper City Hall: this would

1326

02:15:09.390 --> 02:15:27.790

Cooper City Hall: most likely be the economical one. Because of the warranty. We will not be able to get the warranty done in a single source. It'll be going from different people, cause you're just buying it from a seller, not somebody who can actually repair the same product, same product can't repair. There's other sellers of this product. And there's other products.

1327

02:15:28.310 --> 02:15:37.290

Cooper City Hall: Is this the only system cause? II think I read this. And I just wanna make sure I understand. And maybe it's a question for the gentleman online.

1328

02:15:37.310 --> 02:15:41.360

Cooper City Hall: is this the only system that combines a heating and chilling

1329

02:15:42.640 --> 02:15:43.950

component into one?

1330

02:15:45.070 --> 02:15:47.590

Steve Olds: That that is, that is correct.

1331

02:15:47.610 --> 02:16:05.910

Steve Olds: And this is the same system that's installed in the city of Weston plantation for Lauderdale, Hollywood, Pembroke, Miami, Pile, Lauder Hill, Tamarack. We we service all the municipal pools that are your neighbors. It's the same system there as well.

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02:16:06.100 --> 02:16:08.479

Cooper City Hall: Respectfully. We can't use that part as the procurement

1333

02:16:08.690 --> 02:16:10.140

Cooper City Hall: defense, but the first

1334

02:16:10.310 --> 02:16:11.890

Cooper City Hall: part we might be able to

1335

02:16:12.180 --> 02:16:13.040

Steve Olds: sure

1336

02:16:13.270 --> 02:16:14.160

one

1337

02:16:14.420 --> 02:16:18.140

Cooper City Hall: I don't know if that, you know, would back. Check that

1338

02:16:18.270 --> 02:16:24.470

Cooper City Hall: I have a variety of other questions. Go ahead. Fort Lauderdale put theirs out for procurement. Why'd they do that?

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02:16:25.990 --> 02:16:28.800

Cooper City Hall: Fort Lauderdale put those out for procurement? Why do they do it?

1340

02:16:29.080 --> 02:16:33.509

Cooper City Hall: I did. I'd get to sign up for the what do you call it? Pay for them? That'd be a good question.

1341

02:16:33.590 --> 02:16:35.449

It's okay for the membership.

1342

02:16:35.570 --> 02:16:38.779

Cooper City Hall: yeah, for the the Bid software. But why would they put it out? If

1343

02:16:41.420 --> 02:16:48.359

Cooper City Hall: matter? We, we procure things we don't guess. Up here we we have a department that procures things. So we don't make mistakes. It has to be the same system.

1344

02:16:48.379 --> 02:17:02.719

Cooper City Hall: You can't compare apples to oranges. And the question is, does it have to be the same system. And that's where I'm getting confused, Steve, can you please explain to me first off, who's your greatest competitor?

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02:17:03.799 --> 02:17:08.120

Cooper City Hall: We we do. We do not have one, sir. Okay, thank you. That

1346

02:17:08.190 --> 02:17:19.669

Cooper City Hall: that's why I'm asking the question. So you don't have anyone else to do it. So if there are other heaters and chillers, and I think that you would agree that there are others that can be purchased.

1347

02:17:19.959 --> 02:17:25.309

Cooper City Hall: Does that mean that Cooper City would have to change their internal typing.

1348

02:17:25.430 --> 02:17:28.340

Cooper City Hall: because now we've changed up from your product.

1349

02:17:28.620 --> 02:17:40.309

Steve Olds: So there are different types. II I'm I. All I do is pull heating. So I am an expert in all types of pull heating conventional gas

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02:17:40.370 --> 02:17:43.410

Steve Olds: heat pumps, electric heat pumps, and geothermal

1351

02:17:43.469 --> 02:17:54.469

Steve Olds: geothermal. There is nobody else. There are other air source heat pumps that you can purchase that are electric air source heat pumps

1352

02:17:54.500 --> 02:18:21.580

Steve Olds: you. They cost 30% more to operate, and you have to replace those every 5 to 7 years where geothermal has a 15 to 20 year serviceable life. You can also do a gas heater, a gas heater. Has a 2 to 3 year. Serviceable life. It's gonna cost you 90% more to operate than the geothermal. And you're also going to have a cooper, nickel heat exchanger, which stains the pool surface.

1353

02:18:21.580 --> 02:18:31.960

Steve Olds: whereas the geothermal has titanium on both the the heat exchangers. So you have a much longer serviceable life.

1354

02:18:32.100 --> 02:18:36.989

Steve Olds: With geothermal you have the lowest cost of operation with geothermal

1355

02:18:37.190 --> 02:18:44.970

Steve Olds: and you already have the existing system that's there. The only change that needs to be made is the electrical needs to be upgraded.

1356

02:18:45.290 --> 02:18:53.580

Steve Olds: Outside of. We are changing the heaters. We are not changing the lake pump, the lake screen, the lake plumbing

1357

02:18:54.010 --> 02:18:59.530

the electrical to the heaters. We're just changing the actual units themselves

1358

02:18:59.559 --> 02:19:15.509

Steve Olds: as well as the electrical panel which controls not only the heaters but also your filtration system, your sprinklers for the irrigation there, and the other items are attached to that electrical panel.

1359

02:19:16.750 --> 02:19:26.109

Cooper City Hall: So are are any. Are any? Are the systems that you intend on putting in able to be integrated with any other system.

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02:19:26.840 --> 02:19:30.299

Steve Olds: you cannot integrate them with any other system. No, you cannot.

1361

02:19:31.740 --> 02:19:49.690

Steve Olds: And well, let me let me rephrase that. Let me rephrase that you. You are able to. Let's say, if you wanted to mix a hybrid of gas and geothermal and air source heat pumps. You could absolutely do that. You're gonna have a very inefficient system that doesn't operate to full

1362

02:19:49.940 --> 02:19:53.889

Steve Olds: capacity and and maximize the geothermal properties.

1363

02:19:54.080 --> 02:20:02.889

Cooper City Hall: and it would be an expensive system. It would be very expensive. And you're going to be changing heaters out every 2 years to 5 years as compared to 15 to 20

1364

02:20:03.220 --> 02:20:05.300

Cooper City Hall: right now, how many

1365

02:20:06.070 --> 02:20:09.270

Cooper City Hall: you're saying? Buying? 4. How many a work one.

1366

02:20:10.490 --> 02:20:12.630

Cooper City Hall: And and that is

1367

02:20:12.780 --> 02:20:22.700

Cooper City Hall: not keeping the pool warm. Am I correct? We're using blankets. It's a blanket system that goes over the pool in the one heater to try to maintain temperature. If we have another cold blast.

1368

02:20:22.830 --> 02:20:25.140

Cooper City Hall: and the book is like Joe for

1369

02:20:25.840 --> 02:20:28.289

Cooper City Hall: hours upon opening times.

1370

02:20:28.660 --> 02:20:38.599

Cooper City Hall: So right now what Staff is doing, they're leaving the blankets on the pool until someone shows up, and then they remove them and then try to put them back on hideous process. But

1371

02:20:38.760 --> 02:20:44.379

Cooper City Hall:  that's that's where we're at right now it's possible to have a

1372

02:20:44.620 --> 02:20:57.099

Cooper City Hall: it'll be an investment a little to repair one of the ones that are down, and if we want to go back and follow Commissioner Schroeder's concerns and push this to a more. Do more research and push a

1373

02:20:57.120 --> 02:21:10.320

Cooper City Hall: auto bid or something like that. That's the situation. We can look forward to. If manager agrees. O motion to approve this! I have a motion. I was cut off, and I apologize. Motion have Commissioner

1374

02:21:10.480 --> 02:21:12.959

Cooper City Hall: Catherine finishes statement, id clutch

1375

02:21:14.090 --> 02:21:17.269

Cooper City Hall:  I mean, we can motion for discussion.

1376

02:21:17.830 --> 02:21:24.249

Cooper City Hall: The the I was going to ask some manager. I have more questions after

1377

02:21:25.420 --> 02:21:27.979

Cooper City Hall: I I was. Gonna ask the manager.

1378

02:21:28.220 --> 02:21:30.930

I believe we have a procurement expert in.

1379

02:21:31.300 --> 02:21:35.220

Cooper City Hall: and I noticed that you might have spoken with them. Is there any

1380

02:21:35.400 --> 02:21:36.879

in place that you can provide.

1381

02:21:38.020 --> 02:21:47.899

Cooper City Hall: Well, you you have observant observation, Commissioner Catherine. Yes, I mean, I think I had a chance to talk with

1382

02:21:48.150 --> 02:21:52.649

Cooper City Hall: with Kirk and and Josh as well. You know, I think

1383

02:21:53.040 --> 02:21:54.349

Cooper City Hall: from a

1384

02:21:56.310 --> 02:22:01.480

Cooper City Hall: from the heaters and chiller side. Obviously we want to get that process up and going.

1385

02:22:01.530 --> 02:22:12.750

Cooper City Hall: I had talked to Josh a little bit about you know. Is there a way that we can temporarily invest to get one of those additional

1386

02:22:12.790 --> 02:22:14.260

Cooper City Hall: items working.

1387

02:22:14.490 --> 02:22:15.890

you know, it's

1388

02:22:16.430 --> 02:22:19.269

Cooper City Hall: it's it's really at the pleasure of the board.

1389

02:22:19.370 --> 02:22:26.390

Cooper City Hall: We we can certainly table it and do more research if that's what you all would like to do.

1390

02:22:28.200 --> 02:22:35.700

Cooper City Hall: You know it's it's it is, you know. I'll say, just at a high level. These are 15 year old units.

1391

02:22:36.020 --> 02:22:42.330

Cooper City Hall:  Well, that's that's last time they told us the pool hadn't been gone in 20 years

1392

02:22:42.720 --> 02:22:44.380

like. But with respect.

1393

02:22:45.620 --> 02:22:48.259

what was the what was the procurement?

1394

02:22:48.610 --> 02:22:50.510

Cooper City Hall: Answer like is this.

1395

02:22:52.040 --> 02:22:57.039

Cooper City Hall: is it recommended by the procurement expert that go out for bid?

1396

02:22:57.050 --> 02:23:17.299

Cooper City Hall: Yeah. And II think, specifically related to the procurement piece, you know, and going back out to bid. We didn't discuss that. I think the general discussion we had is you know. It may be it be, may be beneficial to just have an opportunity for Kirk to review this item in particular and bring it back.

1397

02:23:17.670 --> 02:23:20.690

Cooper City Hall: So I want to make sure I'm hearing you correctly, Mr. Peglie.

1398

02:23:21.170 --> 02:23:23.949

Cooper City Hall: We got out of the 4 chillers

1399

02:23:24.340 --> 02:23:25.630

Cooper City Hall: one is working

1400

02:23:25.930 --> 02:23:33.990

Cooper City Hall: now we now this commission. Now what you're telling, what what I'm hearing you say, and I think, and and I hope to God that the Commission, anyway.

1401

02:23:35.220 --> 02:23:40.650

Cooper City Hall: we're gonna we're gonna we're gonna stall this when we have an opportunity

1402

02:23:41.330 --> 02:23:43.839

Cooper City Hall: to take care of this right now.

1403

02:23:44.760 --> 02:23:48.459

Cooper City Hall: when, if we if this Commission decides that we're not going to do it.

1404

02:23:49.230 --> 02:23:59.100

Cooper City Hall: we don't know if the staff folks that are able to repair another one, so we can have 2 out of 4.

1405

02:24:00.130 --> 02:24:03.550

Cooper City Hall: God knows if if that doesn't happen, and then we have

1406

02:24:04.130 --> 02:24:05.780

Cooper City Hall: all 4 down.

1407

02:24:06.460 --> 02:24:15.730

Cooper City Hall: So now we have residents that are gonna be screaming at the commission. Why didn't you all take care of this? And quite honestly, I go over to the I'm over at the pool and tennis center

1408

02:24:16.100 --> 02:24:26.939

Cooper City Hall: 3, 4, 5 days a week, and I have to listen to the residents. And I have to listen to these kids talk about how cold is cold it is. And what are you? What are we doing? I mean, what what are we doing here?

1409

02:24:28.730 --> 02:24:39.609

Cooper City Hall: Well, we do have an emergency procurement provision. Okay? So if you guys think this is an emergency, you fill out the paper. I have a motion to approve. I'm going to let you

1410

02:24:39.640 --> 02:24:43.280

Cooper City Hall: and I have a second. I'm going to call on Commissioner Catsman to finish up.

1411

02:24:43.860 --> 02:24:44.810

Cooper City Hall: so

1412

02:24:46.870 --> 02:24:49.490

Cooper City Hall: I'm so on my cashmere. I'm stole my ground.

1413

02:24:49.640 --> 02:24:53.350

Cooper City Hall: Oh, I'm sorry I just haven't. I didn't. I saved up my conversations?

1414

02:24:54.460 --> 02:24:57.870

Cooper City Hall:  The

1415

02:24:58.000 --> 02:25:00.389

Cooper City Hall: Mr. Horowitz. Do you feel

1416

02:25:00.710 --> 02:25:06.630

Cooper City Hall: that we are within our legal scope? So approving this item tonight, couple observations, Commissioner. Given the discussion. If I could

1417

02:25:07.650 --> 02:25:21.130

Cooper City Hall: one, we are relying on your professional staff when it comes to the nature of this particular work that is being repaired. And there's a memo in the backup from direct director that includes language that confirms the single source criteria under our procurement.

1418

02:25:21.280 --> 02:25:35.340

Cooper City Hall: I believe

1419

02:25:35.990 --> 02:25:38.310

the single Source letter

1420

02:25:39.420 --> 02:25:40.430

does reference.

1421

02:25:43.970 --> 02:25:48.630

Cooper City Hall: I also, you know you mentioned important point, Commissioner Sri Oder, which one I intended to raise

1422

02:25:48.700 --> 02:25:51.750

the extent. The Commission wanted to move forward tonight. Got a couple options.

1423

02:25:51.770 --> 02:25:58.110

Cooper City Hall: You have the single source language in your code, which is the recommendation of your staff before you. You also have an emergency purchase provision

1424

02:25:58.250 --> 02:26:02.960

Cooper City Hall: which does allow for emergency purchases. However, it does have certain conditions and certain requirements.

1425

02:26:03.050 --> 02:26:08.259

or, as your manager, to submit a written recommendation as to why, in particular, purchase qualifies as an emergency.

1426

02:26:08.500 --> 02:26:09.730

Cooper City Hall: If the Commission

1427

02:26:10.240 --> 02:26:15.500

one to embrace that provision this evening. and you've got a single source purchase before you

1428

02:26:15.620 --> 02:26:26.160

Cooper City Hall: to cover that additional base from a procurement perspective. I think your motion could certainly also authorize this purchase on an emergency basis and requested the manager supplement the file.

1429

02:26:26.180 --> 02:26:36.249

Cooper City Hall: confirm whatever nature of the emergency, in fact, exists again. I don't want to speak for the manager. I don't get to make that recommendation. If he believes there is sufficient basis to support that approach.

1430

02:26:36.310 --> 02:26:39.360

Cooper City Hall: he can certainly speak to that and supplement the file as he

1431

02:26:39.640 --> 02:26:43.330

view. Mr. Eggleston, do you believe this?

1432

02:26:46.130 --> 02:26:48.210

Cooper City Hall: I'm I'm comfortable with.

1433

02:26:48.720 --> 02:26:52.669

Cooper City Hall: I'm comfortable with that approach, but I would frankly given the dynamic

1434

02:26:53.030 --> 02:27:01.170

Cooper City Hall: would incur, it would be helpful to hear where the Commission is on that matter. Pool in South Florida would be an emergency.

1435

02:27:02.170 --> 02:27:02.910

Do that.

1436

02:27:03.600 --> 02:27:07.920

Cooper City Hall: let me ask you guys, that you wanna what about the provision where they could triple

1437

02:27:07.960 --> 02:27:26.080

Cooper City Hall: quadruple the price? You guys? Okay? With that term swim. It's 60'clock in the morning, 70'clock in the morning. So swim team is there prior to the pool opening, because I know, I remember when my son was on the swim team.

1438

02:27:26.470 --> 02:27:33.609

Cooper City Hall: he would cry, and that was when it was heated. Sometimes it was beyond cold when it was 90, something degrees out.

1439

02:27:33.700 --> 02:27:50.129

Cooper City Hall: So, and that was yes, you're laughing. I'm just laughing. You think it's an emergency. So when so when little kids are crying because they're freezing, yeah, you also have people that are elderly in there for their aquatic exercise.

1440

02:27:50.590 --> 02:27:52.499

Cooper City Hall: You know what this is not

1441

02:27:54.230 --> 02:28:14.960

Cooper City Hall: all about. You focus on the issue. I am focusing on it. Everybody can talk. Everybody can offer their opinion.

1442

02:28:16.250 --> 02:28:19.710

Cooper City Hall: Mayor Ross. Yes. Starter required procurement.

1443

02:28:32.040 --> 02:28:33.190

ideal smiles.

1444

02:28:33.860 --> 02:28:37.180

Cooper City Hall: Let me use style chandel in English.

1445

02:28:37.230 --> 02:28:38.399

Learn another language.

1446

02:28:39.450 --> 02:28:40.619

Commissioner Green.

1447

02:28:42.670 --> 02:28:44.029

Cooper City Hall: we just ask.

1448

02:28:44.390 --> 02:28:52.289

Cooper City Hall: We just pose the question to the city manager if he feels that this falls under

1449

02:28:52.480 --> 02:28:54.070

Cooper City Hall: in emergency

1450

02:28:54.640 --> 02:28:57.279

Cooper City Hall: purchased, which he said.

1451

02:28:57.470 --> 02:28:58.740

and I'm not.

1452

02:28:59.110 --> 02:29:03.760

Cooper City Hall: Yes, I believe it is. But I'd like to have further

1453

02:29:04.100 --> 02:29:05.840

Cooper City Hall: from the Commission.

1454

02:29:06.960 --> 02:29:10.970

Cooper City Hall: I'm relying on the city manager who runs the day-to-day operations.

1455

02:29:11.190 --> 02:29:18.920

Cooper City Hall: He made a recommendation with regards to this is this would come under fall under that, so that legally we can do it.

1456

02:29:18.950 --> 02:29:20.980

Cooper City Hall: Mayor Ross. we would.

1457

02:29:21.480 --> 02:29:22.140

of

1458

02:29:22.280 --> 02:29:23.729

Cooper City Hall: all I'm saying is that

1459

02:29:23.900 --> 02:29:28.659

Cooper City Hall: we we hear what Commissioner shrouder, saying, Yeah, we have to get this right.

1460

02:29:28.780 --> 02:29:39.079

Cooper City Hall: but we don't. I don't believe that making a point at the moment where we need to support our community. I was at the Pool and tennis center last night, and I saw kids in the

1461

02:29:39.130 --> 02:29:41.880

Cooper City Hall: by the way, it was rather cold outside

1462

02:29:41.960 --> 02:29:46.450

Cooper City Hall: last night in case anybody didn't know. And I saw kids out there with blankets

1463

02:29:47.630 --> 02:29:51.369

Cooper City Hall: at the pool, and and I understand that well, it is what

1464

02:29:51.730 --> 02:29:53.309

Cooper City Hall: I don't know what the what.

1465

02:29:53.940 --> 02:30:03.789

Cooper City Hall: how people are feeling about that. But I'm sensitive to the needs of our community. I see these kids day in and day out. All I'm saying is that we have an opportunity.

1466

02:30:04.100 --> 02:30:05.670

Cooper City Hall: We've already discussed it.

1467

02:30:06.400 --> 02:30:09.110

Cooper City Hall: We can do this under an emergency

1468

02:30:09.390 --> 02:30:10.320

provision.

1469

02:30:10.930 --> 02:30:15.769

Cooper City Hall: The lawyer has pointed that out to us. Let's just get it done.

1470

02:30:16.410 --> 02:30:19.809

If the manager says that it's an emergency.

1471

02:30:21.440 --> 02:30:22.819

you know, believes

1472

02:30:23.110 --> 02:30:29.479

Cooper City Hall: that it's an emergency. And I think we have specifications. There's one other thing I wanted to address in my my points.

1473

02:30:29.550 --> 02:30:38.279

Cooper City Hall: Go ahead for it. The third was the Hours of the pool, and I kind of alluded to that I printed out the hours of the pool. I also other cities area.

1474

02:30:38.290 --> 02:30:40.080

I spoke with the manager about this.

1475

02:30:40.240 --> 02:30:47.169

Cooper City Hall: Our pool hours are inconsistent. You know you mentioned kids are out there. Maybe the kids are out there.

1476

02:30:47.230 --> 02:30:49.869

part of the school program or something. Not sure

1477

02:30:50.110 --> 02:30:56.119

Cooper City Hall: swim team, because I'm looking at our hours we have the pool and tennis center is open.

1478

02:30:56.140 --> 02:30:59.380

Cooper City Hall: staggering different days, which they also like to progress.

1479

02:30:59.400 --> 02:31:03.259

Think it should open at 6 30 every day. Not just Tuesday, Wednesday, Thursday.

1480

02:31:03.440 --> 02:31:11.479

Cooper City Hall:  because people work out before work, they can't. They can't. The only people we're catering to are people who don't have jobs and who don't go to school

1481

02:31:12.040 --> 02:31:17.040

Cooper City Hall:  cool hours. Monday, Wednesday, Friday, 10 Am. To 4 PM.

1482

02:31:17.530 --> 02:31:18.250

Cooper City Hall: Like.

1483

02:31:18.770 --> 02:31:24.119

Cooper City Hall: we had just invested all this money at a pool. We're about to invest another $100,000, and no one can swim in it.

1484

02:31:25.240 --> 02:31:31.240

Cooper City Hall: Tuesday and Thursday, 8 to 4. Saturday 11 A. M. To 5 PM. We are.

1485

02:31:31.700 --> 02:31:34.329

Cooper City Hall: I don't know who we're catering to, but it's not our resident.

1486

02:31:34.630 --> 02:31:43.719

Cooper City Hall: I appreciate Parks and Rec. This is nothing against all the hard work that you all do, but the facilities need to be open to presence. I would love to swim in the pool.

1487

02:31:43.750 --> 02:31:47.089

Cooper City Hall: can't go there, and you have a hard day at work. You have a life partner.

1488

02:31:47.400 --> 02:31:53.359

Cooper City Hall: Yeah, I think he's no, there's no requirement to have a lifeguard. There's no. So there's no requirement to have a lifeguard.

1489

02:31:53.440 --> 02:31:57.040

Cooper City Hall: a requirement to have a heater. Of course not. Of course you don't have to have a lifeguard.

1490

02:31:58.250 --> 02:32:02.049

Cooper City Hall: We are trying to do something for the residents.

1491

02:32:02.160 --> 02:32:04.439

Cooper City Hall: and I get it. But before I speak

1492

02:32:05.700 --> 02:32:06.619

pretty managed.

1493

02:32:07.520 --> 02:32:26.320

Cooper City Hall: Yeah, Mayor and commission if I might. And I know we have, you know, just just from an overall conversation. I talked to Josh briefly. II think we can invest some marginal amount to go ahead and get at least one or 2 of the additional leaders up and running.

1494

02:32:26.890 --> 02:32:30.969

Cooper City Hall: and I've heard the discussion from the dais related to it.

1495

02:32:31.420 --> 02:32:40.460

Cooper City Hall:  you know, we wanna make sure, obviously, from the staff side, that we're out of an abundance of caution, that we're doing everything we need to do to get things right.

1496

02:32:41.060 --> 02:32:42.869

Cooper City Hall: as it relates to

1497

02:32:42.950 --> 02:32:45.620

Cooper City Hall: that procurement. and

1498

02:32:45.650 --> 02:32:51.859

Cooper City Hall: certainly we can consult with Kirk Buffington and and and have them evaluate the matter as well.

1499

02:32:52.290 --> 02:32:57.550

Cooper City Hall: But if we can get, you know, if we can get one or 2 of those working

1500

02:32:57.680 --> 02:33:04.010

Cooper City Hall: In the meanwhile, we that will give us time to further evaluate that without the kids, you know, risking the temperature diving.

1501

02:33:04.560 --> 02:33:08.719

Steve Olds: May I? May I speak on on, on that? Briefly

1502

02:33:09.060 --> 02:33:13.310

Cooper City Hall: on the repairs? Yes, the the

1503

02:33:13.470 --> 02:33:14.900

Steve Olds: the pool.

1504

02:33:14.930 --> 02:33:28.169

Steve Olds: the pool heaters are designed. You have 4 pool heaters during heating season, which is now December, January, February. The pool needs 4 units to maintain temperature

1505

02:33:28.440 --> 02:33:47.370

Steve Olds: during offseasons you can most certainly have one or 2 units working in the, you know, late late spring, early fall. During the heating season that pool is required to have full 4 full functioning units in order to maintain temperature.

1506

02:33:47.650 --> 02:33:55.869

Steve Olds: So repairing one or 2 of the units is not going to maintain the temperature that you guys are looking to hold in the pool.

1507

02:33:56.440 --> 02:33:58.520

Cooper City Hall: Appreciate that, you know. And I just

1508

02:33:59.360 --> 02:34:00.849

Cooper City Hall: problem I'm having

1509

02:34:01.170 --> 02:34:04.170

Cooper City Hall: is I'm I am gunshot. Because

1510

02:34:04.410 --> 02:34:06.270

Cooper City Hall: when it came back

1511

02:34:06.960 --> 02:34:10.580

Cooper City Hall: from the I. G's office commission. Schroeder.

1512

02:34:10.680 --> 02:34:13.170

Cooper City Hall: You nailed it from the beginning. You will write.

1513

02:34:13.580 --> 02:34:15.529

Cooper City Hall: They corroborated that.

1514

02:34:15.590 --> 02:34:19.400

Cooper City Hall: And now I'm looking at going outside the parameters

1515

02:34:19.950 --> 02:34:20.790

Cooper City Hall: I'm

1516

02:34:21.040 --> 02:34:22.050

concern.

1517

02:34:22.390 --> 02:34:29.149

Cooper City Hall: Not that I'm not being told from my staff exactly what's going on, that I have a hundred percent

1518

02:34:29.500 --> 02:34:31.759

Cooper City Hall: in in known certain terms.

1519

02:34:31.900 --> 02:34:35.169

Cooper City Hall: and and and I would have said that about

1520

02:34:35.230 --> 02:34:36.350

Cooper City Hall: our former

1521

02:34:36.680 --> 02:34:39.480

Cooper City Hall: utilities director. And now I can

1522

02:34:39.730 --> 02:34:44.880

Cooper City Hall: actually said that he lied to us on a border. Can we call about.

1523

02:34:45.590 --> 02:34:47.150

Cooper City Hall: II am.

1524

02:34:47.640 --> 02:34:53.599

Cooper City Hall: I'm hearing what Steve now has to say. and I'm not convinced

1525

02:34:54.150 --> 02:34:56.630

Cooper City Hall: at this point that moving ahead

1526

02:34:57.870 --> 02:35:01.370

Cooper City Hall: at this time without the. And I'm a process, Guy.

1527

02:35:03.180 --> 02:35:13.590

Cooper City Hall: and I think the process should be followed. II live at Embassy, and you know it. How many times have we gotten in the past couple of months. Oh, the pools down, the pools down!

1528

02:35:13.830 --> 02:35:16.040

Cooper City Hall: You know what that's what happens.

1529

02:35:16.780 --> 02:35:20.230

Cooper City Hall: Can't go to the pity one, because it doesn't open till then.

1530

02:35:20.780 --> 02:35:24.170

Cooper City Hall: We'll we'll get to that another time. Not until the afternoon.

1531

02:35:24.380 --> 02:35:27.139

Cooper City Hall: I wanna make passionate. But

1532

02:35:27.350 --> 02:35:32.550

Cooper City Hall: well, I was gonna say, I've got a motion on the table. Now I have a motion to table. Do I have a second to table?

1533

02:35:34.070 --> 02:35:34.840

Cooper City Hall: Second.

1534

02:35:35.230 --> 02:35:36.819

hear that motion first.

1535

02:35:37.320 --> 02:35:41.280

Cooper City Hall: right? Anything further, hearing none call the vote to table.

1536

02:35:42.990 --> 02:35:45.960

Cooper City Hall: Commissioner Malowsy. Commissioner Katzmann.

1537

02:35:45.970 --> 02:35:49.769

Cooper City Hall: Commissioner Shrouder, Commissioner Green, Mayor Ross.

1538

02:35:51.250 --> 02:35:57.309

Cooper City Hall: I would just ask whatever's brought back. The contract's not an open term that they could double the price or anything like that. I mean

1539

02:35:58.020 --> 02:36:04.739

real interesting. Like to point out that even though got spoke, I was ignored 4 times like 5.

1540

02:36:05.220 --> 02:36:06.480

Cooper City Hall: Well, we all heard you

1541

02:36:06.670 --> 02:36:12.179

Cooper City Hall: your point. Yeah. Your point, which will make

1542

02:36:18.390 --> 02:36:20.969

Cooper City Hall: moving on to item number 21.

1543

02:36:21.280 --> 02:36:22.799

Cooper City Hall: We have a memorandum

1544

02:36:23.270 --> 02:36:32.560

Cooper City Hall: of understanding between the city and the Optimist Club of Cooper City. The Sam Purchase at the volleyball courts located in 2 Ln. Hartleman sports. Complex.

1545

02:36:32.780 --> 02:36:35.280

Cooper City Hall: Gosh! You're up. I'd like to motion to table this.

1546

02:36:38.140 --> 02:36:40.890

Cooper City Hall: I have a motion to table. Do I have a second?

1547

02:36:42.090 --> 02:36:42.820

Cooper City Hall: I have.

1548

02:36:44.580 --> 02:36:47.150

Cooper City Hall: I have no second motion. Dies.

1549

02:36:47.240 --> 02:36:48.379

Cooper City Hall: Josh, you're up

1550

02:36:48.520 --> 02:37:01.999

Cooper City Hall: right. This was put together to purchase the sand for Soell and volleyball courts for the city to purchase the sand and amount of $18,000, and this would be a process of fiscal year 2025 budget

1551

02:37:02.680 --> 02:37:12.919

Cooper City Hall: and the bass the Optimist Club. Fortunately their own sand. From my understanding that the fees became higher, and they were requesting, after the

1552

02:37:13.120 --> 02:37:14.200

Cooper City Hall: we did a

1553

02:37:14.590 --> 02:37:28.350

Cooper City Hall: I mean it was a couple of meetings back where discussion came up and was asked to put together a memorandum understanding which was put together and presented to you tonight who purchase this in for the Optimist Club. There are fees that are collected from the clubs.

1554

02:37:28.810 --> 02:37:32.889

Cooper City Hall: your uses fees. So this was my understanding to

1555

02:37:34.510 --> 02:37:36.750

Cooper City Hall: pair of the sand for the Volleyball Club.

1556

02:37:36.910 --> 02:37:43.560

Cooper City Hall: Take care of that situation when they need replacements. It's about an annual 2 year situation where Sam needs to be replaced.

1557

02:37:45.240 --> 02:37:46.620

Cooper City Hall: Few questions. Dash.

1558

02:37:48.270 --> 02:37:56.089

Cooper City Hall: you want to go first couple questions so

1559

02:37:56.620 --> 02:37:57.970

Cooper City Hall: might be for the manager.

1560

02:37:58.140 --> 02:38:01.319

Cooper City Hall: I was under the impression that there was going to be a meeting with

1561

02:38:01.590 --> 02:38:05.040

Cooper City Hall: you and the Administration and the

1562

02:38:05.130 --> 02:38:07.259

leadership from optimists to discuss

1563

02:38:07.580 --> 02:38:20.759

Cooper City Hall: a lot of overarching issues. And I'm just curious if that happened. Great question. Yes, we did. We did start. We had a meeting last week for about 2 and a half hours we did not get through completely. The list

1564

02:38:20.970 --> 02:38:25.689

Cooper City Hall: we're tentatively set to meet again tomorrow as well.

1565

02:38:26.040 --> 02:38:29.170

Cooper City Hall: Related to to topics on that one.

1566

02:38:29.830 --> 02:38:32.160

Cooper City Hall: My my feeling is that this is

1567

02:38:33.090 --> 02:38:36.310

Cooper City Hall: not the biggest priority comes to

1568

02:38:36.620 --> 02:38:38.109

the issue completed. Yeah.

1569

02:38:38.830 --> 02:38:41.600

Cooper City Hall: And I was hoping to see some bill.

1570

02:38:43.650 --> 02:38:46.040

Cooper City Hall: an overarching

1571

02:38:47.160 --> 02:38:49.810

Cooper City Hall: plan to move forward with our partners.

1572

02:38:50.800 --> 02:38:54.779

Cooper City Hall:  so I just think it's odd that we're putting up sand.

1573

02:38:56.090 --> 02:38:58.240

We don't have any updates from the meeting. I mean.

1574

02:38:58.980 --> 02:39:02.910

Cooper City Hall:  We've had some issues lately, I think.

1575

02:39:03.940 --> 02:39:06.829

and so are all aware of some of them.

1576

02:39:07.260 --> 02:39:10.510

Cooper City Hall: And you know. I just

1577

02:39:11.410 --> 02:39:18.939

Cooper City Hall: I think this is, I also think, why do we have to have more do to buy sand at our own port? Can't we just buy sand.

1578

02:39:20.530 --> 02:39:34.970

Cooper City Hall: if I may excuse me, the memorandum of understanding is not legally required. When this was last discussed during the budget season, and the Commission agreed to incur that cost. There was a request to memorialize that request

1579

02:39:35.020 --> 02:39:43.680

Cooper City Hall: rather than put it in a more formal agreement, we thought it better to frame it in a memorandum of understanding. There's no legal requirement to include an mou to take on that burden

1580

02:39:43.790 --> 02:39:44.520

entirely.

1581

02:39:48.000 --> 02:39:48.680

Verdict

1582

02:39:48.990 --> 02:39:51.540

Cooper City Hall: Commission Green. So so

1583

02:39:51.700 --> 02:39:54.969

Cooper City Hall: do we have to do. We have to make a motion to

1584

02:39:55.090 --> 02:40:12.990

Cooper City Hall:  direct the city manager to purchase the sand? Or is this within his purview? To do that, since it's under this would be within his purview. Okay, thank you. And at $18,000 that's within the matter. So I understand that conversation that Commissioner Katzmann alluded to

1585

02:40:13.010 --> 02:40:16.979

Cooper City Hall: when Mr. Robbie Johnson was here. Who's the chair of your

1586

02:40:17.210 --> 02:40:20.900

Cooper City Hall: volleyball program?

1587

02:40:21.090 --> 02:40:23.969

Cooper City Hall: For the Optimus had indicated that

1588

02:40:24.130 --> 02:40:26.320

Cooper City Hall: the Optimus had spent

1589

02:40:26.890 --> 02:40:30.610

Cooper City Hall: $15,000, I believe, on purchasing sand.

1590

02:40:31.100 --> 02:40:34.090

Cooper City Hall: When other entities come into the city

1591

02:40:34.620 --> 02:40:36.150

Cooper City Hall: they use those

1592

02:40:36.350 --> 02:40:40.329

Cooper City Hall: that volleyball court. and they don't pay.

1593

02:40:40.880 --> 02:40:47.290

Cooper City Hall: From what I understand heard correctly. they don't pay beyond the.

1594

02:40:48.560 --> 02:40:50.810

Cooper City Hall: and I think that when he was here

1595

02:40:50.820 --> 02:40:54.940

Cooper City Hall: he had asked if the city would be willing to reimburse

1596

02:40:55.210 --> 02:40:58.019

Cooper City Hall: the optimist for the sand.

1597

02:40:59.510 --> 02:41:04.980

Cooper City Hall: Did I hear that correctly, Mr. Eggleston, at the last mission meeting, when Mr. Johnson was here.

1598

02:41:06.140 --> 02:41:11.780

Cooper City Hall: I remember. If you don't remember, I do remember it. My question to you is, are we going to?

1599

02:41:12.310 --> 02:41:17.500

Cooper City Hall: Are we going to reimburse them for the sand

1600

02:41:17.510 --> 02:41:18.950

Cooper City Hall: that they already purchased?

1601

02:41:20.870 --> 02:41:30.719

Cooper City Hall: Yes, Commissioner related to that question the proposed Mou relates to, or, if approved, would be related to the budget year that is coming.

1602

02:41:31.420 --> 02:41:48.020

Cooper City Hall: and that payment would be made next November. If there was, you know from you and your colleagues a desire to look, to go backwards, you know, to pay it for the prior year. That's certainly something that we, you know that we could entertain. But that's what we talked about at during the Budget cycle. That we would that we would

1603

02:41:48.190 --> 02:41:52.950

Cooper City Hall: we would have. We would have that discussion now to reimburse them. So

1604

02:41:53.860 --> 02:42:01.020

Cooper City Hall: it's $15,000 do we need to do? I have? Should I put this on and on the item

1605

02:42:01.170 --> 02:42:05.830

Cooper City Hall: for the next agenda to determine that

1606

02:42:07.610 --> 02:42:09.730

Cooper City Hall: I would say. okay. So

1607

02:42:11.710 --> 02:42:14.240

Cooper City Hall: please make sure that we have this on the item.

1608

02:42:14.410 --> 02:42:21.700

Cooper City Hall: Because I know that we we had this conversation during budget workshops that we were going to talk about reimbursing them for

1609

02:42:22.740 --> 02:42:24.990

Cooper City Hall: saying, for our facility

1610

02:42:25.800 --> 02:42:27.450

Cooper City Hall: that they don't own.

1611

02:42:27.490 --> 02:42:38.479

Cooper City Hall: So now we so now it's gonna be on the item, going to be an agenda item for next time. Because this is what we have to. This is what apparently this is how we have to get things done

1612

02:42:38.560 --> 02:42:41.830

Cooper City Hall: for our for our facility. So thank you.

1613

02:42:42.250 --> 02:42:43.390

Cooper City Hall: They don't own it.

1614

02:42:43.410 --> 02:42:46.520

Cooper City Hall: But the insurer check charge money for it.

1615

02:42:46.570 --> 02:42:49.020

Cooper City Hall: So you were talking about revenue, Josh.

1616

02:42:49.410 --> 02:42:51.359

Cooper City Hall: what revenue does the optimist

1617

02:42:51.810 --> 02:42:59.230

Cooper City Hall: take in regarding volleyball? I don't have those numbers in front of you for the revenue. The Album springs in for volleyball right now.

1618

02:43:00.150 --> 02:43:02.370

Cooper City Hall: Has that been tender to us

1619

02:43:03.070 --> 02:43:05.380

Cooper City Hall: or the previous season? I believe so

1620

02:43:05.950 --> 02:43:20.009

Cooper City Hall: after this season, I mean the season just ended. I'd like to know that. Okay, we can give that information. Well, Mayor Ross, I'll I appreciate that. So we have at the next Commission meeting the monies that we have put forth for pickleball

1621

02:43:20.040 --> 02:43:25.669

Cooper City Hall: and other sports that we have in the city where the city has laid out funds for that as well.

1622

02:43:25.720 --> 02:43:30.700

Cooper City Hall: I'd like to have that, too. Let's do soccer as well. Please let's put it all on the table.

1623

02:43:30.910 --> 02:43:34.269

Cooper City Hall: Is that something that I don't think you want

1624

02:43:34.310 --> 02:43:44.499

Cooper City Hall: put on, but be glad to. Oh, no, no, I want everything put on in the matter. Wonderful for the sake of

1625

02:43:44.600 --> 02:43:46.710

Cooper City Hall: it's called funding Commissioner.

1626

02:43:46.800 --> 02:43:54.059

Cooper City Hall: Simple, plain and sense. I know this is the no pun intended. This is a line in the sand you want to draw.

1627

02:43:54.680 --> 02:43:55.420

Cooper City Hall: Okay.

1628

02:43:59.350 --> 02:44:00.660

Cooper City Hall: we have a

1629

02:44:01.180 --> 02:44:04.420

Cooper City Hall: motion. Oh, I'm sorry I'm sorry. Go ahead.

1630

02:44:05.120 --> 02:44:13.160

Cooper City Hall: So I agree that this needs to be part of the bigger conversation with the optimist program I

1631

02:44:13.610 --> 02:44:14.450

Cooper City Hall: you wanna

1632

02:44:14.700 --> 02:44:19.300

Cooper City Hall: pay for. I think we should be supplying not only there, but also

1633

02:44:19.710 --> 02:44:23.710

Cooper City Hall: volleyball point that we own. but

1634

02:44:24.140 --> 02:44:26.619

Cooper City Hall: I think we need to have a conversation, you know.

1635

02:44:26.720 --> 02:44:28.109

Cooper City Hall: We shouldn't be

1636

02:44:28.390 --> 02:44:32.630

Cooper City Hall: piecemealing this because we currently have some issues. We.

1637

02:44:32.710 --> 02:44:35.219

Cooper City Hall: we're informed by the Rec. Director that

1638

02:44:35.510 --> 02:44:41.630

Cooper City Hall: no optimist sport is in compliance with the city's resolution regarding residents require.

1639

02:44:42.090 --> 02:44:48.449

Cooper City Hall: And then, subsequent to that information, we learned that there was an issue with one of the sports

1640

02:44:48.600 --> 02:44:59.970

Cooper City Hall:  They were unbeknownst to the optimists, the sport underneath their umbrella tackle. Football was charging people for admission in no park, and a bunch of things kind of spiral.

1641

02:45:00.260 --> 02:45:04.930

Cooper City Hall: And and then there were gonna be meetings both on the optimist's end and the city's end.

1642

02:45:05.040 --> 02:45:09.920

Cooper City Hall: And I've been kind of waiting for the resolution of those issues.

1643

02:45:10.240 --> 02:45:12.280

Cooper City Hall: and I think that all needs to be

1644

02:45:13.710 --> 02:45:21.300

Cooper City Hall: considered together.  not to mention. II believe there's scheduling issues.

1645

02:45:21.350 --> 02:45:24.620

Cooper City Hall: I think the city should have more influence.

1646

02:45:25.330 --> 02:45:29.720

Cooper City Hall: and the scheduling or or determining which sports are using, which facilities.

1647

02:45:29.970 --> 02:45:31.260

Cooper City Hall: for example.

1648

02:45:31.810 --> 02:45:33.290

Cooper City Hall: rec. Soccer

1649

02:45:33.770 --> 02:45:38.600

Cooper City Hall: is primarily played at bill lips with some

1650

02:45:39.050 --> 02:45:42.719

Cooper City Hall: a few age groups. I think some of the girls at Sue Ellen.

1651

02:45:42.830 --> 02:45:47.989

Cooper City Hall: but I'm not aware of any rec soccer played at the multimilliona facility we just

1652

02:45:48.540 --> 02:45:49.590

Cooper City Hall: built home.

1653

02:45:49.720 --> 02:45:50.560

I guess.

1654

02:45:50.700 --> 02:45:51.880

Cooper City Hall: last few years ago.

1655

02:45:52.030 --> 02:45:57.470

Cooper City Hall: So these are just things that I think may be part of the global conversation.

1656

02:45:57.680 --> 02:46:00.090

Cooper City Hall: It's probably a little bit selfish of me.

1657

02:46:00.230 --> 02:46:03.580

Cooper City Hall: But when I'm out there with my 5 year old. I don't want to

1658

02:46:03.610 --> 02:46:07.019

Cooper City Hall: be at the oldest facility we have with the city and smell

1659

02:46:08.660 --> 02:46:10.430

Cooper City Hall: that hadn't had a water fountain.

1660

02:46:12.060 --> 02:46:23.829

Cooper City Hall: It's got one installed last week. So I think globally, we need to look, and it's your fault that you're standing in front of me, and you're not really the director. But I think these conversations that we had on on a global.

1661

02:46:23.900 --> 02:46:27.339

Cooper City Hall: you know scale. And and then that's what we do we sort them out, but

1662

02:46:27.690 --> 02:46:31.949

Cooper City Hall: not piecemealing things like this. That's why I was asking to table this. I think

1663

02:46:32.750 --> 02:46:35.229

Cooper City Hall: it's almost a big enough issue to have a workshop on.

1664

02:46:36.530 --> 02:46:44.660

Cooper City Hall: I meant. I'm just wondering to my children. or do the Sports Center majority residents?

1665

02:46:44.890 --> 02:46:46.870

Cooper City Hall: Do they ever get to play at

1666

02:46:47.330 --> 02:46:49.059

Cooper City Hall: the multimania facility

1667

02:46:49.650 --> 02:46:56.080

Cooper City Hall: that their parents faithful? Or do we reserve that just for travel sports that are majority nonresidents?

1668

02:46:57.320 --> 02:47:02.740

Cooper City Hall: I don't know. If you know, we answer that. How does it come about that a certain sport is played at a certain facility?

1669

02:47:03.610 --> 02:47:07.480

Cooper City Hall: I don't have answers to that. How how is set out from my understanding?

1670

02:47:07.560 --> 02:47:17.029

Cooper City Hall: Optimus. They have been at these facilities for a while. Let me go. West is travel soccer like you said, and 5 on 5 soccer. So it is some different people who play out there.

1671

02:47:17.210 --> 02:47:18.950

Cooper City Hall: and also taco football.

1672

02:47:19.050 --> 02:47:30.520

Cooper City Hall: But as far as us, selecting, saying, you're going to go here, you're going to go there. We don't actually do that part. You think it would be nice to allow the city residents to play that facility.

1673

02:47:30.870 --> 02:47:35.490

Cooper City Hall: Is that what the Commission would like? I mean, they're the ones vote us in pay for everything.

1674

02:47:43.450 --> 02:47:47.300

Cooper City Hall: Really, it's it's an internal issue we have to develop here.

1675

02:47:48.280 --> 02:47:48.980

My.

1676

02:47:49.540 --> 02:47:52.489

Cooper City Hall: that's why I think the whole thing should be globally dealt with.

1677

02:47:52.750 --> 02:47:59.439

Cooper City Hall: and and I know that the present optimum is. for instance, with regard to the tackle program, I know he had a meeting and he had some.

1678

02:47:59.620 --> 02:48:04.560

Cooper City Hall: They had some discussions on what they're gonna do to increase the Residency requirement.

1679

02:48:04.800 --> 02:48:06.560

Cooper City Hall: But those results haven't

1680

02:48:06.950 --> 02:48:13.790

Cooper City Hall: come back. I know they've also are going to address the charging of people to enter the parks which they weren't aware of.

1681

02:48:13.970 --> 02:48:17.300

Cooper City Hall: But I think those things need to be all globally discussed.

1682

02:48:17.410 --> 02:48:24.360

Cooper City Hall: And we also, if we don't have a single board that's meets our resolution. We need to discuss that

1683

02:48:24.680 --> 02:48:25.690

Cooper City Hall: thing right.

1684

02:48:27.310 --> 02:48:28.110

Cooper City Hall: No arguments.

1685

02:48:29.350 --> 02:48:32.629

Cooper City Hall: Cooper City has changed over the past 30 years.

1686

02:48:33.080 --> 02:48:34.930

Cooper City Hall: and it's rough.

1687

02:48:36.740 --> 02:48:38.049

There aren't as many.

1688

02:48:38.750 --> 02:48:40.520

Cooper City Hall: It's here to eat

1689

02:48:40.620 --> 02:48:42.950

holding amenities. Hold the clock

1690

02:48:43.380 --> 02:48:46.100

Cooper City Hall: thing it does need to be addressed, I think, may be a work

1691

02:48:49.490 --> 02:48:53.030

Cooper City Hall: we need to get some action done on this. My difficulty is.

1692

02:48:53.190 --> 02:48:56.919

Cooper City Hall: I don't blame Josh at all is, I don't have

1693

02:48:57.220 --> 02:48:58.380

directly here.

1694

02:48:59.800 --> 02:49:01.969

Cooper City Hall: Don't have the capability.

1695

02:49:02.280 --> 02:49:04.780

Cooper City Hall: having presenting welcome

1696

02:49:06.450 --> 02:49:07.200

Cooper City Hall: because

1697

02:49:07.340 --> 02:49:11.450

Cooper City Hall: no one has the revenue. We have lots and more questions.

1698

02:49:11.650 --> 02:49:16.660

Cooper City Hall: Would anyone be opposed? And I hate to use the word table, but defer this until the

1699

02:49:16.690 --> 02:49:19.159

Cooper City Hall: following meeting. I think it should be a special meeting.

1700

02:49:19.480 --> 02:49:24.940

Cooper City Hall: Wanna make your special meeting. I have no problem with that. This isn't, you know, itself. This is a large issue. Yeah.

1701

02:49:25.400 --> 02:49:32.810

Cooper City Hall: And I would really like a lot of this stuff to be, you know. we should be able to make some decisions there. Not just talk, you know.

1702

02:49:32.840 --> 02:49:36.070

Cooper City Hall: circles. So I don't know when they need that done.

1703

02:49:36.880 --> 02:49:41.680

Cooper City Hall: we have to have some goals policies. My goal is to increase

1704

02:49:42.110 --> 02:49:44.790

Cooper City Hall: sports programs for our residents.

1705

02:49:46.570 --> 02:49:50.970

Cooper City Hall: So at this point I don't have any motion pending motion to tabling

1706

02:49:53.630 --> 02:49:54.580

Cooper City Hall: Commissioner.

1707

02:49:55.610 --> 02:50:07.749

Cooper City Hall: you? Well, there was no motion pending. Gotta turn. Yes, everyone says I've got something to say, but you're sitting there, so you want to speak. I am as you guys, so my time is

1708

02:50:08.000 --> 02:50:11.199

Cooper City Hall: one of the reasons why you don't use

1709

02:50:11.350 --> 02:50:13.079

Cooper City Hall: flamingo West is

1710

02:50:13.570 --> 02:50:16.550

Cooper City Hall: the amount of fields the field size

1711

02:50:16.700 --> 02:50:21.349

Cooper City Hall: don't have enough sizes. There also aren't enough referees

1712

02:50:22.420 --> 02:50:24.000

Cooper City Hall: for 3 parts.

1713

02:50:27.190 --> 02:50:32.509

Cooper City Hall: Yeah, referee, yeah, absolutely. I'm looking at my colleague to my left.

1714

02:50:32.650 --> 02:50:38.020

Cooper City Hall: I just so I just get to make it there. No, I'm just letting you know. That's one of the reasons why

1715

02:50:38.310 --> 02:50:47.460

Cooper City Hall: you're having having, so they can't staff 3 parts. They have a hard enough time getting the referee that they have. They a beg borrow

1716

02:50:47.950 --> 02:50:55.210

Cooper City Hall: practically stolen refugees every way they can. They've upped referee fees, they have done everything they can to get as many

1717

02:50:56.080 --> 02:50:57.180

cannot. Yes.

1718

02:50:57.810 --> 02:51:06.199

Cooper City Hall: like everything else. People don't want to work, and they do pay a fair, you know, fairly decent, decent, great wage.

1719

02:51:06.570 --> 02:51:10.519

Cooper City Hall: but field sizes and the amount of fields. You're only looking at

1720

02:51:10.550 --> 02:51:15.140

Cooper City Hall: 4 fields at Flamingo West, whereas the other parks have.

1721

02:51:15.640 --> 02:51:18.570

Yes, you are. West has 4 fields.

1722

02:51:19.050 --> 02:51:23.599

Cooper City Hall: But no, but I'm just saying in totality you're looking at 4 fields, whereas the other parks have

1723

02:51:23.700 --> 02:51:26.249

Cooper City Hall: bigger fields that can be divided

1724

02:51:26.750 --> 02:51:30.219

Cooper City Hall: because you've got 2, 99, 2, 11, b, 11,

1725

02:51:30.980 --> 02:51:42.550

Cooper City Hall: yeah. But during 5 on 5 they have. They make it during 5 on 5. There's 8,000 that they split. Yes, why can't they do it then? But during 5 on 5 everything spelled there.

1726

02:51:43.000 --> 02:51:47.020

Cooper City Hall: They're not. They're not moving it. So again, you're all you're at one park.

1727

02:51:47.220 --> 02:51:51.399

Cooper City Hall: That's what I'm trying to tell you. If your rests had to go from park to park to park

1728

02:51:51.810 --> 02:51:54.729

Cooper City Hall: would never happen. There's so many you have

1729

02:51:54.880 --> 02:52:02.860

Cooper City Hall: off the top of my head. I want to say you have between 900 1,100 kids that play in in in rec soccer.

1730

02:52:03.090 --> 02:52:08.849

Cooper City Hall: So I don't know what that equates to in teach, depending on how many the age depends on

1731

02:52:08.940 --> 02:52:16.350

Cooper City Hall: how many kids are on the team. But the amount of rush that you need for that is is insane.

1732

02:52:17.160 --> 02:52:21.939

Cooper City Hall: There's no parking at any of the parks. Really. All of the parks don't have an enormous amount of parking.

1733

02:52:22.420 --> 02:52:27.099

Cooper City Hall: There's very little parking at the majority you're always circling, no matter what park you're at

1734

02:52:31.430 --> 02:52:32.130

bye.

1735

02:52:35.410 --> 02:52:36.969

but same up wrap

1736

02:52:38.840 --> 02:52:43.449

Cooper City Hall: right? But if you have so normally, what they do is is they'll have, let's say.

1737

02:52:43.480 --> 02:52:44.740

Cooper City Hall: on Saturday.

1738

02:52:45.030 --> 02:52:49.700

Cooper City Hall: Right? They'll have. They'll they try and get the rest, for let's say, there's 5 games.

1739

02:52:49.980 --> 02:52:55.989

Cooper City Hall: Then that's that's an entire day. They're trying to get the rest to do all 5 games. Let's say they ran.

1740

02:52:56.100 --> 02:53:01.079

Cooper City Hall: thrown a number at $20. I really have no idea, but it varies depending on the age.

1741

02:53:01.220 --> 02:53:09.329

Cooper City Hall: and they're trying. They they try and get the rest one after the other. There's usually like a 15 min break depending between each game, and they're literally going

1742

02:53:09.770 --> 02:53:11.740

2 to fill 3 to fill 4.

1743

02:53:12.760 --> 02:53:15.340

Those breasts repsert

1744

02:53:15.500 --> 02:53:18.649

Cooper City Hall: on their their approved certain ages.

1745

02:53:19.450 --> 02:53:23.559

Cooper City Hall: So then, if you're going to your lips and your

1746

02:53:24.380 --> 02:53:30.370

you may. and and under and your U. 10 is is another age.

1747

02:53:33.200 --> 02:53:36.610

Cooper City Hall: I understand? I just don't. I'm not getting quite a

1748

02:53:37.720 --> 02:53:38.789

Cooper City Hall: if they put them.

1749

02:53:38.860 --> 02:53:45.290

Cooper City Hall: because it's it's easier to have them to have them jump. It's easier to have them jump in one park.

1750

02:53:45.430 --> 02:53:48.659

Cooper City Hall: have them feel? Why can't recie play that

1751

02:53:49.570 --> 02:53:56.339

Cooper City Hall: in the West? Travel played up the list? Don't have as Rec. Soccer is playing on a 99 field

1752

02:53:56.620 --> 02:53:57.960

Cooper City Hall: different than Siby.

1753

02:53:58.100 --> 02:54:06.470

Cooper City Hall: 5 B. 5 is a small field, because it's not a traditional software versus 5, alright.

1754

02:54:06.600 --> 02:54:10.270

Cooper City Hall: but soccer in general was not that side playing on

1755

02:54:10.660 --> 02:54:14.949

99 fields and 11 v. 11, 11 people or 9 people.

1756

02:54:15.470 --> 02:54:18.919

Cooper City Hall: The fields at Flamingo West are those 2.

1757

02:54:19.130 --> 02:54:23.089

Cooper City Hall: So you're you're gonna divide them at most. You're gonna divide them.

1758

02:54:24.670 --> 02:54:32.449

Cooper City Hall: Tell them you built a multimillion dollar facility gravel soccer. No, you built. They tried to get more fields at Flamingo West

1759

02:54:32.570 --> 02:54:37.110

Cooper City Hall: when it was under the design. so that it could accommodate

1760

02:54:37.190 --> 02:54:49.460

Cooper City Hall: more. But between the parking, the drainage, water, retention, shade trees, and what we had to do to appease the county, because the the money that we got from the county

1761

02:54:49.920 --> 02:54:52.669

Cooper City Hall: this is all that that we were allowed to have

1762

02:54:53.600 --> 02:55:23.479

Cooper City Hall: they? They tried to get more, I mean we and we as a city we like doubled down, trying to figure out ways. And there were like 10 different blueprints for lack of a better. You know artist's renderings of fields to try and get the most and and drainage, and I mean, we they strategically placed. We had cutouts. I mean we did everything under the sun to get as much field usage, because the more fields you have, the more you can play. But if you only have 4,

1763

02:55:23.690 --> 02:55:26.650

Cooper City Hall: you're you're not gonna have the flexibility

1764

02:55:27.350 --> 02:55:30.129

Cooper City Hall: because there's 2 fields that Bill lives.

1765

02:55:30.380 --> 02:55:31.339

It's too shield

1766

02:55:32.180 --> 02:55:33.890

Cooper City Hall: that's been divided into how many.

1767

02:55:33.900 --> 02:55:45.669

Cooper City Hall: if you don't mind. And the other point is, the last time we were talking about this

1768

02:55:45.890 --> 02:55:53.339

Cooper City Hall: I believe it was Mike Russo or Pete Schlang had said, because we had had a conversation beforehand

1769

02:55:53.450 --> 02:55:55.740

Cooper City Hall: about the Residency issue.

1770

02:55:56.350 --> 02:55:59.579

Cooper City Hall: they had said, because the Residency was a problem.

1771

02:55:59.660 --> 02:56:02.359

Cooper City Hall: and they had had a conversation with Stacey.

1772

02:56:02.610 --> 02:56:12.929

Cooper City Hall: They said here at the commission meeting, that they were going to change because they understood that they were not meeting present requirements that they had. They were coming up with a new

1773

02:56:13.210 --> 02:56:16.070

program, and we all know I'm not program.

1774

02:56:16.310 --> 02:56:23.350

Cooper City Hall: Sorry, but they were going to have, and I'm throwing out just arbitrary dates. Let's just say January first, January fifteenth

1775

02:56:23.590 --> 02:56:28.570

Cooper City Hall: soccer. You're registering for rec soccer. Those dates are for city residents.

1776

02:56:29.170 --> 02:56:34.769

Cooper City Hall: and then let's say you only have field usage for city residents, for, let's say, 22,

1777

02:56:35.680 --> 02:56:39.870

Cooper City Hall: and then, if you had enough Cooper City residents for 18 teams.

1778

02:56:39.880 --> 02:56:44.120

Cooper City Hall: then from January sixteenth to let's say January thirtieth.

1779

02:56:45.300 --> 02:56:48.269

Cooper City Hall: Whatever was left over was for non-profit.

1780

02:56:48.980 --> 02:56:57.179

Cooper City Hall: Didn't that come to fruition? I suggest we do a either, and it's up to y'all whether you wanna do a special meeting or a special workshop on this

1781

02:56:59.720 --> 02:57:02.649

Cooper City Hall: official meeting? Any objections? Yeah. For

1782

02:57:04.980 --> 02:57:08.709

Cooper City Hall: at this at at the special meeting? And

1783

02:57:13.150 --> 02:57:23.230

Cooper City Hall: yeah, yeah, that's what I thought. Give and take. And at that special meeting I will make sure that we do that down there like

1784

02:57:24.050 --> 02:57:26.009

Cooper City Hall: feels like a workshop. We'll just call it a meeting.

1785

02:57:26.230 --> 02:57:28.170

Be down there, sit down

1786

02:57:28.530 --> 02:57:32.899

Cooper City Hall: with everyone.  We don't have, you know. Whatever the your.

1787

02:57:32.970 --> 02:57:36.550

Cooper City Hall: If it's a meeting we're up here, the workshop. We're down there

1788

02:57:37.030 --> 02:57:40.490

Cooper City Hall: be a workshop. I can put a table dial up to that.

1789

02:57:44.840 --> 02:57:48.049

Cooper City Hall: Having said that, as the city manager

1790

02:57:50.090 --> 02:57:51.759

Cooper City Hall: honestly say that the

1791

02:57:51.780 --> 02:57:54.849

Cooper City Hall: Memo of Understanding has not as yet been signed.

1792

02:57:55.020 --> 02:58:00.089

Cooper City Hall: Feel we get everything rectified. I would not do that. That's up to you

1793

02:58:01.090 --> 02:58:05.669

Cooper City Hall: are requesting a special meetings possible. And

1794

02:58:06.050 --> 02:58:13.600

Cooper City Hall: Commissioner Green, do you agree to hold that $15,000 issue for the special meeting would be wanted?

1795

02:58:14.040 --> 02:58:18.020

Cooper City Hall: No, no, no, we next agenda. No, no, we put it on a special meeting. Okay, thank you very much.

1796

02:58:19.330 --> 02:58:23.520

Cooper City Hall: Moving on to item number 20.

1797

02:58:24.180 --> 02:58:48.809

Cooper City Hall: We've already no. Item 22. It's 2327. Jake. Thank you. Commission. The item is an ordinance to the city. Cooper City, Florida, mending ordinance, number 22,02023 20, adopted on September 2623, fighting for an amended budget for fiscal year 2023 24 city budget. The increase in the amount of $537,837 by conflict severability.

1798

02:58:49.380 --> 02:58:54.220

Cooper City Hall: You do have a motion so moved by Commissioner Green, second by

1799

02:58:55.560 --> 02:58:57.670

Cooper City Hall: Commissioner Katzman. Commission Green.

1800

02:58:58.170 --> 02:59:00.770

Cooper City Hall: Mr. Katzman. you're trying to

1801

02:59:01.090 --> 02:59:02.259

Cooper City Hall: Commissioner Mcclosie.

1802

02:59:03.370 --> 02:59:12.790

Cooper City Hall: I'll vote Commissioner Malos. Yes, Commissioner Kassman. Commissioner shrouder. Commissioner Green. Yes, Mayor Ross. Yes.

1803

02:59:13.400 --> 02:59:36.489

Cooper City Hall: moving on to ordinance. 23, item number 24. Thank you. Mayor. The item is an ordinance, the city of Cooper City, Florida, amending the city's code of ordinances by amending Chapter 13, entitled Public Safety Amending Article 6, entitled Code enforcement by specifically amending. Section 1365, entitled Special Magistrate System, Created Qualifications, terms Removal, amending the city's procedures for engaging and removing the City Special Magistrates

1804

02:59:36.870 --> 02:59:40.300

Cooper City Hall: Application plan for conflicts find perseverability, plan for effectiveness

1805

02:59:40.780 --> 02:59:44.789

Cooper City Hall: for consideration by Commissioner Schroeder, second by

1806

02:59:45.890 --> 02:59:49.190

Cooper City Hall: Mr. Catson. Veronica. Regent Gatsby.

1807

02:59:49.580 --> 02:59:50.930

Cooper City Hall: Mr. Green

1808

02:59:51.350 --> 02:59:52.460

Cooper City Hall: Councillor Malogie

1809

02:59:52.620 --> 02:59:59.559

Cooper City Hall: follow Mr. Malos Commissioner, Katzmann. Yes, Commissioner Shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

1810

02:59:59.660 --> 03:00:15.299

Cooper City Hall: Item number 25, ordinance, 23. Dash 30, J. Co. 2 for the record. Mayor Commission. The item is an ordinance of the city, Cooper City, Florida, approving the franchise agreement with coastal waste and recycling of Florida inc through coastal for the residential solid waste and recycling hauling services attached to exhibit a

1811

03:00:15.690 --> 03:00:29.100

Cooper City Hall: preferences, the agreement granting an exclusive franchise to coastal, pursuant to the terms and conditions set forth in the agreement, authorizing and directing the city manager to finalize and execute the franchise agreement between the city and coastal fighting for severability, fighting for conflicts and fighting for an effective day.

1812

03:00:29.580 --> 03:00:30.899

Cooper City Hall: You do have a motion.

1813

03:00:32.880 --> 03:00:34.849

Cooper City Hall: Commissioner Gerard is second by

1814

03:00:35.870 --> 03:00:38.079

Cooper City Hall: Mission Kett. as you're Schrodinger.

1815

03:00:39.160 --> 03:00:42.170

Cooper City Hall: I would ask if

1816

03:00:43.870 --> 03:00:45.790

Cooper City Hall: I don't want them. It's Buffington right?

1817

03:00:46.270 --> 03:00:48.780

Cooper City Hall: Perfect. Mr. Buffing. Yeah.

1818

03:00:49.170 --> 03:00:51.670

Cooper City Hall: Mr. Buffington.

1819

03:00:52.260 --> 03:00:54.799

Cooper City Hall: come up just because you have any questions. So

1820

03:00:57.310 --> 03:01:05.320

Cooper City Hall: you've had. I know you have had a chance to review this process because we we discussed it. But just want to have you up here in case we have any questions.

1821

03:01:05.890 --> 03:01:10.220

Cooper City Hall: A. This is interesting to me colleagues.

1822

03:01:10.390 --> 03:01:12.249

Cooper City Hall: We put this out to

1823

03:01:12.260 --> 03:01:14.450

Cooper City Hall: procurement for the first time

1824

03:01:14.700 --> 03:01:23.009

Cooper City Hall: since I was a little child in grade school. and it has come back with a recommendation that we approve

1825

03:01:24.310 --> 03:01:32.730

Cooper City Hall: a contract that will reduce our residents cost by only almost 20 5%.

1826

03:01:33.660 --> 03:01:38.999

Cooper City Hall: I am wondering how that is possible that we could procure something and come back with a better price.

1827

03:01:41.970 --> 03:01:43.130

Cooper City Hall: Mr. Buffington.

1828

03:01:45.740 --> 03:01:49.430

Cooper City Hall: Kirk Buffington Procurement consultant for the city.

1829

03:01:49.810 --> 03:01:52.400

Cooper City Hall: I think there were a lot of things that played into this.

1830

03:01:52.700 --> 03:01:54.699

Cooper City Hall: I think, first and foremost.

1831

03:01:55.120 --> 03:01:59.749

Cooper City Hall:  this becomes what what we might call a little

1832

03:02:00.470 --> 03:02:03.169

Cooper City Hall: niche for a couple of the different contractors.

1833

03:02:04.080 --> 03:02:07.710

Cooper City Hall: especially coastal, who is one of the recommended voters. Coastal has

1834

03:02:07.890 --> 03:02:09.910

Cooper City Hall: the contract with David.

1835

03:02:10.020 --> 03:02:12.210

Cooper City Hall: This becomes kind of a pickup for them.

1836

03:02:12.580 --> 03:02:16.320

Cooper City Hall: There was a lot of competition waste management

1837

03:02:16.670 --> 03:02:21.920

Cooper City Hall: who has been in, and, as, as I understand it. very, very good provider.

1838

03:02:23.080 --> 03:02:25.520

Cooper City Hall: and they came to the table with a good

1839

03:02:26.590 --> 03:02:27.890

good proposal.

1840

03:02:28.260 --> 03:02:32.939

Cooper City Hall: But when we went through the Evaluation Committee, went through all of the

1841

03:02:34.590 --> 03:02:37.419

Cooper City Hall: responses and presentations.

1842

03:02:38.390 --> 03:02:45.780

Cooper City Hall: made the decision to request and receive a baffle best and final offer. and then it became a numbers game.

1843

03:02:45.950 --> 03:02:51.249

Cooper City Hall: because at the at the second meeting, at the second meeting of the Evaluation Committee.

1844

03:02:51.410 --> 03:02:52.810

Cooper City Hall: postal and

1845

03:02:52.870 --> 03:03:04.170

Cooper City Hall: voice management were both seen as very able providers. which is why they asked for the bathroom. I think another thing that comes into consideration, as far as you know, pricing

1846

03:03:04.390 --> 03:03:13.640

Cooper City Hall:  postal was bidder for the city, Fort Lauderdale solid waste, which was done last year.

1847

03:03:13.810 --> 03:03:18.250

Cooper City Hall: My understanding that they had pre-purchased some trucks

1848

03:03:18.860 --> 03:03:27.909

Cooper City Hall: for that contract. Anticipating award they didn't get the award. They Fort Lauderdale stated with voice management. But Postal has a need to.

1849

03:03:29.580 --> 03:03:32.380

Cooper City Hall: I think there are different factors

1850

03:03:32.430 --> 03:03:33.779

Cooper City Hall: that went into it.

1851

03:03:34.120 --> 03:03:40.280

Cooper City Hall: But we got very, very good responses, very strong responses. Through a very valid.

1852

03:03:40.290 --> 03:03:41.440

Cooper City Hall: competitive process.

1853

03:03:41.760 --> 03:03:43.530

Cooper City Hall: How long have you been in procurement?

1854

03:03:44.680 --> 03:03:49.409

Cooper City Hall:  over 30 years, both public and private sector.

1855

03:03:49.600 --> 03:03:53.120

Cooper City Hall: Have you ever heard of a city not putting out

1856

03:03:53.450 --> 03:03:56.209

Cooper City Hall: big, solid waste in over 20 years?

1857

03:03:57.200 --> 03:03:58.300

Cooper City Hall: No, I have not.

1858

03:04:02.980 --> 03:04:04.020

Cooper City Hall: Commissioner Cassidy.

1859

03:04:05.340 --> 03:04:08.090

Cooper City Hall: You. So

1860

03:04:09.930 --> 03:04:15.060

Cooper City Hall: I was wondering if either our manager or Mr. Buffington can kind of give a

1861

03:04:15.170 --> 03:04:16.000

Cooper City Hall: brief

1862

03:04:16.260 --> 03:04:19.229

Cooper City Hall: overview, so that the residents understand

1863

03:04:19.480 --> 03:04:23.700

Cooper City Hall: the out, the the highlights of of the what we're voting on.

1864

03:04:25.220 --> 03:04:27.510

Cooper City Hall: I'll be glad to, Mayor, if it's right.

1865

03:04:27.620 --> 03:04:28.420

Cooper City Hall: Fisher.

1866

03:04:28.550 --> 03:04:35.720

Cooper City Hall: and maybe just as as a maybe intro, I'd prepared a few thoughts, with some assistance from our team as well. But

1867

03:04:35.920 --> 03:04:43.200

Cooper City Hall: obviously, you know, there are, as as the Board knows, there are 2 items for consideration this evening. This item, and the and the subsequent item.

1868

03:04:43.550 --> 03:04:56.490

Cooper City Hall: you know, waste management has been the service provider for 23 years to the city. as you may recall, one of the Commission. Does staff receive specific direction from this commission in our august meeting

1869

03:04:56.920 --> 03:05:01.349

Cooper City Hall: to issue a solicitation for the city's solid waste collection services.

1870

03:05:02.240 --> 03:05:08.229

Cooper City Hall: while the staff reports in tonight's agenda detailed many of the contractual changes, including the solicitation

1871

03:05:08.360 --> 03:05:12.389

Cooper City Hall: wanted to highlight the feedback that you provided from the dias was incorporated

1872

03:05:12.650 --> 03:05:25.529

Cooper City Hall: to this procurement document, and that included how franchise fees are applied, card ownership maintaining the existing card inventory and exploring specifically different options related to the scheduling of bulk servicing.

1873

03:05:26.540 --> 03:05:36.149

Cooper City Hall: as you all know, we're pleased in to share that we had with our request for proposals. We had 4 responsible companies that submitted.

1874

03:05:36.450 --> 03:05:45.809

Cooper City Hall:  an evaluation committee of both internal and external subject matter. Experts convene on 3 occasions to review these proposals.

1875

03:05:45.820 --> 03:05:47.499

Cooper City Hall: short list companies

1876

03:05:47.560 --> 03:06:01.859

Cooper City Hall: and hear presentations, including the direction for a best and final offer. As Kirk mentioned. the Evaluation Committee, as you all know, has recommended that the city execute a franchise agreement with coastal waste and recycling for residential.

1877

03:06:02.020 --> 03:06:04.409

Cooper City Hall: commercial, solid waste and recycling

1878

03:06:04.420 --> 03:06:09.240

Cooper City Hall: a separate agreement, for with Eastern waste systems for bulk waste collection.

1879

03:06:09.920 --> 03:06:13.549

Cooper City Hall: I will also add, I know you know Kirk's here this evening.

1880

03:06:13.710 --> 03:06:21.009

Cooper City Hall: Representatives, obviously from both companies, are also here this evening and available to address any questions you may have specifically

1881

03:06:21.030 --> 03:06:22.729

Cooper City Hall: related to their proposal.

1882

03:06:24.360 --> 03:06:32.520

Cooper City Hall: Just, you know, at a high level. Again, this is a multi-year agreement. The original proposal was for 7 years with an option.

1883

03:06:32.690 --> 03:06:44.960

Cooper City Hall: The city so chose to renew for an additional 7 years. as the Commissioner did mention. You know the prices on the residential side are down roughly, 21%.

1884

03:06:45.480 --> 03:06:59.999

Cooper City Hall:  you know, overall, I think, from the staff level and great appreciation of the Evaluation Committee. Could it be more pleased with competitiveness and the end results of the process.

1885

03:07:00.410 --> 03:07:14.969

Cooper City Hall:  postal and Ews both propose a 5% annual cpi increase throughout the entire term of the contract. But one of the benefits to the city is, we have those numbers for the next 7 years from a budgetary standpoint.

1886

03:07:15.190 --> 03:07:17.429

Cooper City Hall: instead of, you know, looking at a

1887

03:07:18.170 --> 03:07:25.560

Cooper City Hall: the year period, or or calculating the Cpi based on different factors. We've got that pricing pretty much locked in.

1888

03:07:25.980 --> 03:07:34.060

Cooper City Hall: One of the items that's included in here is a solid waste coordinator position which the city has not had prior to that funding is

1889

03:07:34.080 --> 03:07:38.730

Cooper City Hall: made available through this Rfb, as the Commission is well aware. And so

1890

03:07:38.800 --> 03:07:44.430

Cooper City Hall: we're working now to prepare that job description and should have that back to the Commission hopefully

1891

03:07:44.520 --> 03:07:46.519

Cooper City Hall: will be in the month of January.

1892

03:07:46.940 --> 03:07:52.920

Cooper City Hall:  you know, on the solid waste and recycle just a few

1893

03:07:53.140 --> 03:08:02.730

Cooper City Hall: items that I'll share the Commissioner's point. The evaluation Committee as part of the process. As you know, we had multiple

1894

03:08:03.280 --> 03:08:05.060

Cooper City Hall: multiple bidders.

1895

03:08:05.280 --> 03:08:07.820

Cooper City Hall:  the

1896

03:08:07.980 --> 03:08:09.290

Cooper City Hall: overall.

1897

03:08:09.320 --> 03:08:12.219

Cooper City Hall: you know, from a a service side

1898

03:08:12.540 --> 03:08:15.239

Cooper City Hall: the residents should still expect

1899

03:08:15.280 --> 03:08:18.830

Cooper City Hall: the same, a same equal level of service.

1900

03:08:18.880 --> 03:08:27.399

Cooper City Hall: Their pickup days are are planned to remain the same as part of this. Rfp. As well. So from you know, level of service

1901

03:08:27.540 --> 03:08:29.640

Cooper City Hall: they should. They should expect

1902

03:08:30.120 --> 03:08:31.670

Cooper City Hall: a similar service.

1903

03:08:33.590 --> 03:08:36.560

Cooper City Hall: and the bins are are are our bins, and

1904

03:08:38.080 --> 03:08:54.070

Cooper City Hall: that is correct. Commissioner Casswell, I'm sorry, should have elaborated on that, and that was some of the feedback we heard from from the drafting of the Rfp. Process. They'll remain, and then, obviously a if if the new holler is selected, they will replace those parts as as they need replaced similar to what the process we have

1905

03:08:57.250 --> 03:08:58.070

anything else.

1906

03:08:58.240 --> 03:09:00.770

Cooper City Hall: Commissioner Green.

1907

03:09:01.540 --> 03:09:09.069

Cooper City Hall: Yep, thank you. Ross, I've looked at, and I wanted to say Thank you to Mr. Mr. Huppington.

1908

03:09:09.950 --> 03:09:12.330

Cooper City Hall: and also the young lady who isn't here.

1909

03:09:12.800 --> 03:09:16.730

I was able to meet with them last week they provided

1910

03:09:16.890 --> 03:09:19.739

Cooper City Hall: some excellent information. I do appreciate that

1911

03:09:20.290 --> 03:09:24.230

Cooper City Hall: I had asked some questions and wanted to.

1912

03:09:24.310 --> 03:09:28.680

Cooper City Hall: One of the questions that I had asked was the longevity

1913

03:09:28.840 --> 03:09:29.590

Cooper City Hall: both?

1914

03:09:31.060 --> 03:09:34.790

Cooper City Hall: I had asked how long waste management, and then

1915

03:09:36.120 --> 03:09:43.039

Cooper City Hall: been in as a company and organization. and also post. What I was told was that that was management.

1916

03:09:43.090 --> 03:09:44.800

and around for about 50,

1917

03:09:45.690 --> 03:09:49.449

Cooper City Hall: 2 years or 50, some odd years. Please correct me if I'm wrong. This

1918

03:09:50.200 --> 03:09:54.790

that wasn't, that wasn't. I think it was like 50 years

1919

03:09:55.100 --> 03:09:56.600

Cooper City Hall: and coastal.

1920

03:09:57.280 --> 03:09:58.850

Cooper City Hall: What I was told at the meeting

1921

03:09:59.150 --> 03:10:03.710

Cooper City Hall: Friday was that coastal  has been in business

1922

03:10:04.270 --> 03:10:05.420

Cooper City Hall: between 5 and 8

1923

03:10:06.810 --> 03:10:11.440

Cooper City Hall:  both as the

1924

03:10:11.710 --> 03:10:14.509

Cooper City Hall: and individuals had talked to us and talked to me about

1925

03:10:14.630 --> 03:10:15.650

both companies.

1926

03:10:15.870 --> 03:10:22.369

Cooper City Hall:  I had other questions that I was not able to

1927

03:10:24.150 --> 03:10:25.300

Cooper City Hall: thinking about.

1928

03:10:25.600 --> 03:10:32.420

Cooper City Hall: But after oh, I know what I know what it was the information that you had provided. I think you all did send that

1929

03:10:32.650 --> 03:10:35.049

Cooper City Hall: I had asked about the number of vehicles

1930

03:10:35.160 --> 03:10:37.240

Cooper City Hall: they have both. and

1931

03:10:39.450 --> 03:10:40.160

Cooper City Hall: bless you!

1932

03:10:41.260 --> 03:10:44.409

Cooper City Hall: That coastal had in Broward County

1933

03:10:44.450 --> 03:10:48.960

Cooper City Hall: and waste management. I was told that I believe Coastal had

1934

03:10:49.960 --> 03:10:51.570

Cooper City Hall: 75 vehicles.

1935

03:10:51.850 --> 03:11:11.179

Cooper City Hall: and Commissioner I was going to share as well. John Casagrande is here from coastal as well. We might be able to. If you'd like, you could definitely probably expand on the breakdown of the vehicles as well. Okay, so. But these are some of the questions that I had, and I think you all were able. You all did not say you all did provide me

1936

03:11:11.590 --> 03:11:12.820

Cooper City Hall: with that information.

1937

03:11:12.870 --> 03:11:15.060

Cooper City Hall: Waste management has been

1938

03:11:16.580 --> 03:11:20.290

Cooper City Hall: our solid waste organization all the

1939

03:11:20.530 --> 03:11:22.510

Cooper City Hall: 13 years that I've been here

1940

03:11:22.710 --> 03:11:25.090

Cooper City Hall:  on the dais.

1941

03:11:25.790 --> 03:11:27.790

Cooper City Hall: and in 5 years, and I shared this.

1942

03:11:28.020 --> 03:11:30.229

Cooper City Hall: and I'm and I'm happy this year. I'm sharing it.

1943

03:11:31.240 --> 03:11:33.969

The public transparency transparency.

1944

03:11:34.030 --> 03:11:36.689

Cooper City Hall: I shared this with the folks on

1945

03:11:36.770 --> 03:11:40.830

Cooper City Hall: Friday afternoon in the 13 years that I've been here

1946

03:11:40.960 --> 03:11:43.269

Cooper City Hall: as an elected official.

1947

03:11:43.600 --> 03:11:47.810

Cooper City Hall: I can count on one hand the number of complaints that I have received

1948

03:11:48.040 --> 03:11:49.480

Cooper City Hall: from waste management.

1949

03:11:53.040 --> 03:11:54.390

Cooper City Hall: All 3 of them

1950

03:11:55.840 --> 03:11:56.629

we have 5,

1951

03:11:56.780 --> 03:12:01.689

Cooper City Hall: 3 of them, I know came from actually, there was 5.

1952

03:12:01.790 --> 03:12:10.570

Cooper City Hall: We came from one business in Cooper City. and the other 2 came from the other business. all situated in

1953

03:12:11.260 --> 03:12:12.889

Cooper City Hall: one of our shopping classes.

1954

03:12:13.050 --> 03:12:15.949

Cooper City Hall: and the issue that they had was not

1955

03:12:16.320 --> 03:12:19.399

Cooper City Hall: that the service wasn't being provided

1956

03:12:19.570 --> 03:12:23.440

Cooper City Hall: by waste management. The issue was that people was dumping

1957

03:12:23.820 --> 03:12:27.310

Cooper City Hall: their trash and their receptacles.

1958

03:12:27.390 --> 03:12:30.389

Cooper City Hall: and they were getting billed for. And

1959

03:12:30.630 --> 03:12:31.719

Cooper City Hall: so the issue

1960

03:12:32.170 --> 03:12:36.170

Cooper City Hall: complaint really wasn't on waste management. But I say that to say

1961

03:12:36.570 --> 03:12:43.280

Cooper City Hall: in the 13 years that I've been here. those are the only 2 or the 5 complaints that I've received.

1962

03:12:43.660 --> 03:12:48.290

Cooper City Hall:  I know that over the years waste management has been very

1963

03:12:48.610 --> 03:12:49.940

Cooper City Hall: responsive

1964

03:12:51.060 --> 03:12:53.899

Cooper City Hall: to the city. They have been good partners

1965

03:12:55.480 --> 03:12:59.200

Cooper City Hall: to the city for me. II like

1966

03:12:59.360 --> 03:13:00.529

Cooper City Hall: for longevity.

1967

03:13:01.590 --> 03:13:02.509

Cooper City Hall: I like

1968

03:13:03.420 --> 03:13:04.350

fact that

1969

03:13:06.990 --> 03:13:09.100

Cooper City Hall: I can say to our residents

1970

03:13:10.270 --> 03:13:12.769

Cooper City Hall: we've had. This company in place

1971

03:13:13.020 --> 03:13:16.100

Cooper City Hall: may have been a part of this. They have provided

1972

03:13:16.390 --> 03:13:21.190

Cooper City Hall: a level of service to this community that I believe that has been accepted

1973

03:13:21.450 --> 03:13:23.569

Cooper City Hall: and is appreciated by our

1974

03:13:24.750 --> 03:13:33.979

Cooper City Hall: well, I hadn't. I hadn't shared with Mr. Egleston or or anybody, for that matter. But today I'm I won't be supporting

1975

03:13:34.240 --> 03:13:36.469

Cooper City Hall: recommendation put forth by

1976

03:13:36.770 --> 03:13:37.460

a

1977

03:13:37.920 --> 03:13:38.750

Cooper City Hall: human

1978

03:13:39.460 --> 03:13:40.620

folks.

1979

03:13:41.250 --> 03:13:44.190

Cooper City Hall:  I like the longevity

1980

03:13:44.800 --> 03:13:45.600

like that.

1981

03:13:46.460 --> 03:13:49.279

Cooper City Hall: Waste management is a publicly traded company.

1982

03:13:50.190 --> 03:13:52.539

Cooper City Hall: I don't believe that, and I could be wrong.

1983

03:13:52.750 --> 03:13:55.809

Cooper City Hall: Think, I think I asked this question Friday.

1984

03:13:55.930 --> 03:13:58.450

Cooper City Hall: I asked about postal

1985

03:13:58.630 --> 03:14:03.570

Cooper City Hall: if they were publicly traded. Private organization like that.

1986

03:14:03.810 --> 03:14:06.680

Cooper City Hall: But I like the I like the certainty. There.

1987

03:14:07.460 --> 03:14:10.369

Cooper City Hall: We've had the consistency

1988

03:14:11.240 --> 03:14:12.890

Cooper City Hall: ability that we've had

1989

03:14:13.570 --> 03:14:15.389

with waste management, waste management.

1990

03:14:15.530 --> 03:14:18.970

Cooper City Hall: and Mr. Horowitz, you and I talked about this

1991

03:14:20.060 --> 03:14:21.540

Cooper City Hall: on Friday as well.

1992

03:14:22.450 --> 03:14:24.240

Cooper City Hall: Mike, and bring it up to date.

1993

03:14:24.360 --> 03:14:28.459

Cooper City Hall: And in transparency I want to make sure. I want to disclose to everybody here

1994

03:14:28.860 --> 03:14:32.379

Cooper City Hall: in 2,006. I've been elected 4 times

1995

03:14:32.550 --> 03:14:33.930

Cooper City Hall: here in Cooper City.

1996

03:14:34.820 --> 03:14:38.959

Cooper City Hall: 2,000 the first time 2,010 and 2,012,

1997

03:14:39.080 --> 03:14:41.999

Cooper City Hall: 2,016, and then finally, in 2,000

1998

03:14:43.000 --> 03:14:43.710

20,

1999

03:14:43.960 --> 03:14:47.770

Cooper City Hall: and I have, and I did receive campaign contributions.

2000

03:14:48.390 --> 03:14:51.980

Cooper City Hall: waste management, dating back 2,016

2001

03:14:52.090 --> 03:14:55.740

Cooper City Hall: not receive any in 2,020, so in full disclosure.

2002

03:14:55.930 --> 03:14:56.950

Cooper City Hall: making that

2003

03:14:57.020 --> 03:15:03.729

Cooper City Hall: clear to all of our residents. But at this time I will not be supporting the recommendation that's being put forth

2004

03:15:04.490 --> 03:15:07.390

Cooper City Hall: because I like the longevity.

2005

03:15:08.050 --> 03:15:09.619

Cooper City Hall: and they have provided

2006

03:15:09.840 --> 03:15:15.870

Cooper City Hall: quality product. Here in Cooper City Mayor, that's all I have. Thank

2007

03:15:16.390 --> 03:15:18.100

Cooper City Hall: thank you, I know. Go.

2008

03:15:18.480 --> 03:15:19.950

Cooper City Hall: Commissioner Schroeder.

2009

03:15:20.840 --> 03:15:31.859

Cooper City Hall: No, no, no, no, I just need. I just need your disclosure. my disclosure. Whether or not I've received any campaign contribution? Yeah, from waste management. Yes. No. Sorry.

2010

03:15:32.030 --> 03:15:48.410

Cooper City Hall: The recommendation is actually for coastal orders. For closest the question you receive any contributions. Yeah. Coastal, appropriate, applied for either vendor. Sure, sure no. As a matter of policy, I refuse to take a campaign contributions from any garbage company or lobbyists. So. No.

2011

03:15:48.580 --> 03:15:49.290

Cooper City Hall: you.

2012

03:15:49.780 --> 03:15:51.520

Cooper City Hall: Commissioner Hansman.

2013

03:15:52.290 --> 03:15:57.859

Cooper City Hall: I have not received money from any solid waste company, including osel or waste management

2014

03:15:58.410 --> 03:15:59.910

Cooper City Hall: and commission melodie

2015

03:16:00.010 --> 03:16:01.749

Cooper City Hall: voted postal. Yes, please.

2016

03:16:03.370 --> 03:16:05.369

Cooper City Hall: Now, Commissioner Colon.

2017

03:16:07.480 --> 03:16:11.030

Cooper City Hall:  several things. So

2018

03:16:11.310 --> 03:16:13.149

I already did. The

2019

03:16:16.090 --> 03:16:17.880

Cooper City Hall: is

2020

03:16:18.810 --> 03:16:24.670

Cooper City Hall: postal gets this. Do they have any sort of scholarship play? Voice management does, because I didn't see many

2021

03:16:26.320 --> 03:16:28.180

Cooper City Hall: they do. That was.

2022

03:16:28.260 --> 03:16:32.599

Cooper City Hall: I believe. Let me double check. It was part of the the Rfb.

2023

03:16:38.810 --> 03:16:47.550

Cooper City Hall: yeah, I believe it's it's 1010,000. It is part of the Rfp.

2024

03:16:48.040 --> 03:16:53.390

Cooper City Hall:  I also want to disclose that

2025

03:16:54.130 --> 03:16:55.420

I also have friendships.

2026

03:16:59.260 --> 03:17:00.080

Cooper City Hall: Very good.

2027

03:17:01.300 --> 03:17:02.120

Several

2028

03:17:03.770 --> 03:17:04.440

able.

2029

03:17:08.870 --> 03:17:12.519

Cooper City Hall: Yeah. I mean, they worked the entire time that I was here, and and while I was

2030

03:17:13.180 --> 03:17:16.600

Cooper City Hall:  I never counted how many

2031

03:17:16.880 --> 03:17:17.870

complaints

2032

03:17:18.440 --> 03:17:19.790

Cooper City Hall: I have received.

2033

03:17:20.080 --> 03:17:24.079

Cooper City Hall: I know one resident that just would always call me.

2034

03:17:24.150 --> 03:17:29.220

Cooper City Hall: I got like 3 or 4 just from him. He lived in a cul de sac, and several times recycling

2035

03:17:29.230 --> 03:17:33.150

Cooper City Hall: did not come to get his recycling, so I got several from him, but

2036

03:17:33.270 --> 03:17:35.810

Cooper City Hall: in general committed.

2037

03:17:37.090 --> 03:17:39.250

Cooper City Hall: got a complaint, resolved

2038

03:17:39.350 --> 03:17:40.760

3, and then he was happy.

2039

03:17:42.650 --> 03:17:44.729

Cooper City Hall: Other than that very, very.

2040

03:17:45.440 --> 03:17:46.470

I was always happy.

2041

03:17:47.550 --> 03:17:48.239

I've got it.

2042

03:17:49.430 --> 03:17:53.000

I thought the people that were not saying that firstly.

2043

03:17:55.600 --> 03:18:03.150

is relation. Well, but not the ones  I'm

2044

03:18:06.640 --> 03:18:12.610

Cooper City Hall:  the. And I know that this is standard. But the percentage

2045

03:18:13.210 --> 03:18:13.910

that's okay.

2046

03:18:14.220 --> 03:18:15.819

Cooper City Hall: I know that

2047

03:18:17.200 --> 03:18:17.910

it's

2048

03:18:20.250 --> 03:18:23.180

Cooper City Hall: normal. But I just want to also

2049

03:18:23.200 --> 03:18:26.970

put in there that everybody about Dso.

2050

03:18:27.520 --> 03:18:29.689

Cooper City Hall: And that it's not

2051

03:18:30.040 --> 03:18:32.540

Cooper City Hall: we ask for

2052

03:18:33.600 --> 03:18:43.710

Cooper City Hall: documentation their merit to this. So later on, there's going to be guaranteed claims their merit to this, etc. So

2053

03:18:44.220 --> 03:18:46.160

Cooper City Hall: maybe to bring that out.

2054

03:18:46.410 --> 03:18:52.130

Cooper City Hall: I personally believe that the reason we have such a no offense meant sorry, but I have.

2055

03:18:52.700 --> 03:18:55.980

I believe that the reason we have a great deal is there's

2056

03:18:56.530 --> 03:18:58.240

Cooper City Hall: they are privately held in

2057

03:18:59.420 --> 03:19:03.299

buyout that as per the city attorney.

2058

03:19:04.380 --> 03:19:08.210

Cooper City Hall: Yeah. if they get bought out or not.

2059

03:19:08.620 --> 03:19:23.890

Cooper City Hall: That has no bearing. Correct, Mr. City, turning to my page, and give me a legal opinion that has no bearing whatsoever on my contract. to the extent that there was any assignment of this contract, would be under the same terms and conditions on the agreement before you this evening

2060

03:19:24.360 --> 03:19:28.750

Cooper City Hall: be brought out by ABC. As long as ABC. Can

2061

03:19:28.950 --> 03:19:38.960

Cooper City Hall: still keeps them, and it can keep them as A keeps a refuse company. Then where? Okay, in terms of conditions of prevailing.

2062

03:19:39.890 --> 03:19:44.770

Cooper City Hall:  I also would like to point out

2063

03:19:45.300 --> 03:19:47.390

I did tell my husband to look at the waste map

2064

03:19:48.630 --> 03:19:53.499

Cooper City Hall: so it could be a good Christmas gift, because it sounds like it's doing well.

2065

03:19:53.640 --> 03:19:57.690

Cooper City Hall: The procurement process for city manager.

2066

03:19:58.580 --> 03:20:00.220

Cooper City Hall: I forgot the woman

2067

03:20:00.690 --> 03:20:04.649

Cooper City Hall: that was in the meeting, but you know the person that I am referring to?

2068

03:20:04.690 --> 03:20:07.299

Cooper City Hall: So she was referring to

2069

03:20:08.390 --> 03:20:12.499

Cooper City Hall: Lauderdale's procurement process, and how they can

2070

03:20:14.120 --> 03:20:16.699

Cooper City Hall: literally go one on one

2071

03:20:17.020 --> 03:20:19.349

Cooper City Hall: with, like the the top 2

2072

03:20:19.670 --> 03:20:25.300

Cooper City Hall: and try and negotiate the best deal. And maybe this is a kirk question.

2073

03:20:25.540 --> 03:20:28.309

Cooper City Hall: And so whomever so, or maybe

2074

03:20:28.320 --> 03:20:30.780

Cooper City Hall: tomorrow, and I like that

2075

03:20:31.120 --> 03:20:33.620

Cooper City Hall: I love a good negotiation. I'm Italian.

2076

03:20:33.770 --> 03:20:37.279

Cooper City Hall: so we love great negotiations

2077

03:20:37.320 --> 03:20:48.780

Cooper City Hall: behind my husband's Greek, so there's no one worse. They're horrible when it comes where we're vicious. So is there a way that we can add that into our procurement process? It's already been.

2078

03:20:48.920 --> 03:20:51.070

Cooper City Hall: Here's the here's the difference.

2079

03:20:51.440 --> 03:20:56.429

Cooper City Hall: I worked for Fort Lauderdale as director of finance and procurement for 24 years.

2080

03:20:57.080 --> 03:21:04.230

Cooper City Hall: Their code is a little different from yours, but you have, within the code

2081

03:21:04.460 --> 03:21:09.180

Cooper City Hall: methodology that's called invitation to negotiate. Now

2082

03:21:09.290 --> 03:21:14.099

Cooper City Hall: that methodology was not used in this particular felicitation.

2083

03:21:14.250 --> 03:21:17.830

Cooper City Hall: but it is certainly something that can be used

2084

03:21:18.210 --> 03:21:20.300

Cooper City Hall: in future. So

2085

03:21:20.520 --> 03:21:23.650

Cooper City Hall: you really don't need to make any my opinion, and

2086

03:21:24.100 --> 03:21:26.210

Cooper City Hall: Jacob, and and obviously

2087

03:21:26.770 --> 03:21:31.309

Cooper City Hall: validate or disagree. But my opinion the methodology's there.

2088

03:21:32.550 --> 03:21:37.780

Cooper City Hall: So then I guess my question reverts to the city manager and the city attorney.

2089

03:21:38.410 --> 03:21:41.759

and as an Italian, married to a Greek.

2090

03:21:42.090 --> 03:21:46.200

Cooper City Hall: loves to get the best deal in the man. There is

2091

03:21:46.230 --> 03:21:49.179

Cooper City Hall: a way for us literally sit down.

2092

03:21:49.630 --> 03:21:53.490

Cooper City Hall: Whoever wants to do business, the you know, the top 2 contenders.

2093

03:21:53.570 --> 03:21:56.650

Cooper City Hall: Why can't I, other than you know best, offers? Great.

2094

03:21:56.700 --> 03:21:58.310

Cooper City Hall: But why can't I then

2095

03:21:58.770 --> 03:22:07.549

Cooper City Hall: A against B, and try and browbeat the heck out of them to save even more money? And if I can do that. Why didn't

2096

03:22:08.160 --> 03:22:10.429

Cooper City Hall: is that I'm saving more money to my residents.

2097

03:22:13.010 --> 03:22:14.540

Cooper City Hall: Love to hear what you're saying

2098

03:22:15.060 --> 03:22:16.090

Cooper City Hall: said with love.

2099

03:22:17.290 --> 03:22:24.219

Cooper City Hall: yeah, you know, just I guess if I could. First and foremost, you know, the Evaluation Committee did go through the Baffo process.

2100

03:22:24.560 --> 03:22:31.970

Cooper City Hall: And so I mean that that specifically calls for hey? What? Whatever your best and final offer is to lay on the table

2101

03:22:32.070 --> 03:22:37.979

Cooper City Hall: to go ahead and do it at that time. and and the impact of the Baffo

2102

03:22:38.500 --> 03:22:43.950

Cooper City Hall:  I have. I have that right.

2103

03:22:44.880 --> 03:22:51.010

Cooper City Hall: But if yeah, the results, they everybody went down considerably, and I appreciate that. But again.

2104

03:22:51.050 --> 03:22:56.469

Cooper City Hall: as someone who loves to negotiate and loves to browbeat people? Sure

2105

03:22:57.280 --> 03:23:14.879

Cooper City Hall: I would have no problem, I mean, have you? Have you purchased a car in the last 10 years, or have you not gone to one dealership and had one on the line and one on the other line, and said, I'm getting this for this. What are you giving it to me for and and not tried that with any large ticket item.

2106

03:23:15.530 --> 03:23:17.019

Cooper City Hall: I mean, I

2107

03:23:17.220 --> 03:23:28.589

Cooper City Hall: had no issue doing that with any large ticket item. And again. I mean, I lose nothing by asking and attempting to lower prices. So I'm just curious. Why.

2108

03:23:28.630 --> 03:23:31.110

Cooper City Hall: if I have that mechanism.

2109

03:23:31.190 --> 03:23:39.319

Cooper City Hall: why, I wouldn't use that, and at least try best and final offer is great. But I'm not browbeating people. I like to browbeat people

2110

03:23:40.120 --> 03:23:41.780

Cooper City Hall: when it comes to saving money.

2111

03:23:46.200 --> 03:23:47.880

Cooper City Hall: So, Commissioner.

2112

03:23:48.290 --> 03:23:57.979

Cooper City Hall: our code does provide a mechanism that states I'm gonna read when when the purchasing agent determines that a procurement request is not suitable for an invitation to bid or request for a proposal.

2113

03:23:58.620 --> 03:24:14.920

Cooper City Hall: This case I can't speak for the procurement agent. In in this case the determination was made by the city, which is often the case when it comes to solid waste that an Rfp. Was the appropriate response. Now, in our Rfp process we have a mechanism that Mr. Buffing referred to, which is known as a best and final offer.

2114

03:24:15.040 --> 03:24:18.369

Cooper City Hall: or, after all, of the bids come in, and after the pricing comes in.

2115

03:24:18.440 --> 03:24:35.110

Cooper City Hall: it gives the opportunity for the city to ask for a final offer from any shortlist proposal. That's the process that would utilize throughout this procurement. Yeah. And and there and that baffle resulted in waste management. Lowering their price. 4.3 9 million

2116

03:24:35.150 --> 03:24:51.449

Cooper City Hall: and coastal reduced theirs 1.2 6 million right and then coastal will still less, much less correct, 20% less than our current price. So the the baffle was definitely, very effective. Oh, it's certainly, but I'm just curious now with

2117

03:24:51.910 --> 03:24:54.380

Cooper City Hall: and again, this doesn't really have a bearing. But

2118

03:24:54.550 --> 03:25:04.849

Cooper City Hall: here and we're talking about it. And the Rfp process. Is there a way to build in a one on one negotiation with, let's say, top 2 contenders in the future

2119

03:25:05.150 --> 03:25:08.600

Cooper City Hall: within our rfp. Process.

2120

03:25:09.120 --> 03:25:20.810

Cooper City Hall: I would say that within the Rfp. Process. Probably not. But, sir, well, but there's nothing wrong with using an invitation to negotiate. That's the city's choice.

2121

03:25:20.950 --> 03:25:21.800

Cooper City Hall: Alright. But.

2122

03:25:23.130 --> 03:25:24.020

Cooper City Hall: thank you.

2123

03:25:25.570 --> 03:25:33.470

Cooper City Hall: I will disclose that in the past I have received monies from waste management, and I do not recall ever receiving any money from post.

2124

03:25:36.830 --> 03:25:38.130

Cooper City Hall: I want to thank

2125

03:25:39.270 --> 03:25:40.150

uselessly

2126

03:25:41.020 --> 03:25:44.590

Cooper City Hall: the both the internal and the external evaluation

2127

03:25:46.340 --> 03:25:48.600

Cooper City Hall: guys and girls did a great job

2128

03:25:49.000 --> 03:25:50.120

Cooper City Hall: I cannot.

2129

03:25:50.450 --> 03:25:51.460

Speaking of now.

2130

03:25:58.990 --> 03:25:59.980

Cooper City Hall: The

2131

03:26:02.460 --> 03:26:03.560

Cooper City Hall: reduction

2132

03:26:05.710 --> 03:26:07.250

Cooper City Hall: is only in price.

2133

03:26:07.920 --> 03:26:10.270

Cooper City Hall: I'm told it will not be in served

2134

03:26:10.870 --> 03:26:13.399

Cooper City Hall: equivalent to what we have. Now.

2135

03:26:13.980 --> 03:26:23.339

Cooper City Hall: I will affirm that for you, Mr. Mayor, all services, whether it be bulk or solid waste recycling all services will remain the same.

2136

03:26:25.470 --> 03:26:26.420

Cooper City Hall: and I am

2137

03:26:27.530 --> 03:26:28.410

Cooper City Hall: road

2138

03:26:28.860 --> 03:26:30.309

Cooper City Hall: that we have a reduction.

2139

03:26:32.500 --> 03:26:36.069

Cooper City Hall: What we do with it, and how we handle it. The different stories.

2140

03:26:36.490 --> 03:26:43.280

Cooper City Hall: But it's a reduction. and it's appreciated. I want to thank waste management.

2141

03:26:43.540 --> 03:26:45.250

Cooper City Hall: everything that you've done

2142

03:26:45.630 --> 03:26:50.300

Cooper City Hall: for the past 11 years that I've been on the county. Excuse me on the City Commission.

2143

03:26:52.850 --> 03:26:54.829

Cooper City Hall: I don't think I've had a handful.

2144

03:26:55.420 --> 03:26:56.610

Cooper City Hall: and when I did

2145

03:26:56.730 --> 03:27:00.220

Cooper City Hall: they responded immediately. I am told

2146

03:27:00.920 --> 03:27:02.530

Cooper City Hall: that coastal will do the same

2147

03:27:03.460 --> 03:27:08.270

Cooper City Hall: I was concerned. And that's where I found out what you had told

2148

03:27:08.320 --> 03:27:09.720

Cooper City Hall: us tonight

2149

03:27:10.320 --> 03:27:18.729

Cooper City Hall: about the equipment, because I was concerned that it would not be sufficient equipment. Echo even went so far as to say, the laborers as well the personnel.

2150

03:27:19.500 --> 03:27:20.920

Cooper City Hall: But I'm assured

2151

03:27:21.450 --> 03:27:25.230

Cooper City Hall: that that will not be a problem. Transition will be seamless.

2152

03:27:26.560 --> 03:27:27.230

and I'm

2153

03:27:27.370 --> 03:27:29.740

Cooper City Hall: forward to that because I cannot

2154

03:27:31.050 --> 03:27:36.730

Cooper City Hall: when looking at. And I'm I've had the same relationship as most of us had.

2155

03:27:36.930 --> 03:27:38.820

Cooper City Hall: and I'm proud to call

2156

03:27:39.270 --> 03:27:40.250

Cooper City Hall: everyone

2157

03:27:40.620 --> 03:27:42.690

Cooper City Hall: in this room, my friend.

2158

03:27:44.090 --> 03:27:48.810

Cooper City Hall: particularly from waste management. because you're the only thing I knew for 11 years

2159

03:27:50.300 --> 03:27:51.270

Cooper City Hall: you taught me

2160

03:27:52.940 --> 03:27:56.070

Cooper City Hall: waste management, solid waste and recycled

2161

03:27:57.350 --> 03:27:58.810

Cooper City Hall: pegnor.

2162

03:28:00.090 --> 03:28:01.080

Cooper City Hall: and

2163

03:28:01.540 --> 03:28:05.200

Cooper City Hall: I appreciate everything you've done on behalf of the residents

2164

03:28:05.410 --> 03:28:06.070

any.

2165

03:28:06.750 --> 03:28:09.839

Cooper City Hall: but when it comes down to it I am elected

2166

03:28:10.150 --> 03:28:14.310

Cooper City Hall: not make frames. not to say

2167

03:28:14.500 --> 03:28:17.989

Cooper City Hall: I don't like change. Change is not good, change is good.

2168

03:28:19.540 --> 03:28:22.970

Cooper City Hall: and I cannot make a decision. Friendship.

2169

03:28:24.750 --> 03:28:32.840

Cooper City Hall: fear of change. I can make a decision on service. and I can make a decision on finance.

2170

03:28:34.040 --> 03:28:35.330

Cooper City Hall: I've got to be honest.

2171

03:28:36.520 --> 03:28:38.570

Cooper City Hall: It would be a disservice

2172

03:28:39.420 --> 03:28:41.439

Cooper City Hall: to the residents of Cooper city

2173

03:28:43.000 --> 03:28:46.589

Cooper City Hall: against the recommendation of the evaluation.

2174

03:28:47.510 --> 03:28:51.690

Cooper City Hall: Anyone who does that is not concerned about the residents.

2175

03:28:51.970 --> 03:28:53.020

but more about

2176

03:28:53.700 --> 03:28:56.629

Cooper City Hall: different items for themselves. I can't do that

2177

03:28:56.940 --> 03:28:58.349

Cooper City Hall: as a friend

2178

03:28:58.460 --> 03:29:02.130

Cooper City Hall: I would expect you to understand. This is a business decision.

2179

03:29:04.580 --> 03:29:05.360

Cooper City Hall: and

2180

03:29:05.620 --> 03:29:11.960

Cooper City Hall: I look forward to making new friends. I don't need I is Johnson, because I was told John Carson Brunton.

2181

03:29:12.110 --> 03:29:12.800

Cooper City Hall: Thank you.

2182

03:29:14.680 --> 03:29:18.610

Cooper City Hall:  I am going to support

2183

03:29:19.770 --> 03:29:22.580

Cooper City Hall: the hard work and the dedication.

2184

03:29:23.240 --> 03:29:27.300

Cooper City Hall: Both the internal and external teams, and satisfied

2185

03:29:27.700 --> 03:29:33.420

Cooper City Hall: that you followed the process. I have no concerns in procurement, Mr. Schrodinger.

2186

03:29:33.530 --> 03:29:34.290

Cooper City Hall: None.

2187

03:29:35.320 --> 03:29:39.520

Cooper City Hall: and and for that reason I will go ahead, and

2188

03:29:42.250 --> 03:29:45.690

Cooper City Hall: then I will go ahead and follows and look at the map.

2189

03:29:45.970 --> 03:29:46.780

I'll wait.

2190

03:29:47.080 --> 03:29:49.209

Cooper City Hall: Didn't mean I mean I had some more things and

2191

03:29:49.340 --> 03:29:52.080

Cooper City Hall: have time. I have time. Go ahead.

2192

03:29:52.760 --> 03:30:00.109

Cooper City Hall: The good thing is, I don't know a single person sitting out there. I'm not sure which company they work for, nor do I care

2193

03:30:00.520 --> 03:30:01.440

and

2194

03:30:01.840 --> 03:30:03.780

Cooper City Hall: so that's that.

2195

03:30:04.810 --> 03:30:08.709

Cooper City Hall: I had some questions for my lawyer. I'll let her come back and defend herself. But

2196

03:30:08.800 --> 03:30:13.509

Cooper City Hall: I you know the best and final offer came down 4.3 million dollars a lot of it.

2197

03:30:14.670 --> 03:30:17.720

Cooper City Hall:  and

2198

03:30:17.870 --> 03:30:18.570

you know.

2199

03:30:19.540 --> 03:30:20.610

Cooper City Hall: that's a lot of money.

2200

03:30:20.620 --> 03:30:24.080

Cooper City Hall: The fact that we're gonna be going 21% cheaper. And

2201

03:30:24.150 --> 03:30:27.700

Cooper City Hall: in addition to that, we're gonna be having a position paid for

2202

03:30:28.120 --> 03:30:29.619

Cooper City Hall: that's gonna be managing this.

2203

03:30:29.870 --> 03:30:34.400

Cooper City Hall: And they're gonna be responsible for handling the recycling

2204

03:30:34.770 --> 03:30:37.809

Cooper City Hall: crash. Kansas as well. The city won't be having to do that right.

2205

03:30:38.670 --> 03:30:41.850

Cooper City Hall: Mr. Fleming. Right now. You guys have to deliver so cycling.

2206

03:30:42.110 --> 03:30:44.340

Cooper City Hall: But it's a significant saving.

2207

03:30:44.820 --> 03:30:54.740

Cooper City Hall: and the fact that we haven't bidded out 21 years. I'm not waiting for my Italian colleague to come back and loves a good negotiation. I'm wondering why, if she loves a good negotiation.

2208

03:30:55.780 --> 03:30:58.060

Cooper City Hall: II don't want to interrupt them.

2209

03:30:58.520 --> 03:31:01.620

Cooper City Hall: But this question is for you, Commissioner Melozi.

2210

03:31:01.900 --> 03:31:06.420

Cooper City Hall: You love a good negotiation. How come we haven't been this thing out in 21 years.

2211

03:31:08.770 --> 03:31:12.560

Cooper City Hall: and how come? You don't want to bid out the pool pumps. but

2212

03:31:13.190 --> 03:31:19.130

Cooper City Hall: so I think this is an example to our residents of what happens when you professionally procure services

2213

03:31:19.410 --> 03:31:20.360

Cooper City Hall: in the city

2214

03:31:20.690 --> 03:31:27.089

Cooper City Hall: at the end of the day. I really don't care who picks up the garbage who wants picked up on services the same or better.

2215

03:31:27.200 --> 03:31:29.980

Cooper City Hall: and I have no doubt that either one of these companies would

2216

03:31:31.140 --> 03:31:32.070

Cooper City Hall: opposed

2217

03:31:33.810 --> 03:31:36.840

Cooper City Hall: Commissioner Malos. Commissioner Katzman.

2218

03:31:36.900 --> 03:31:41.179

Cooper City Hall: Commissioner Schroeder. Yes, Commissioner Green, no, Mayor Ross. Yes.

2219

03:31:42.240 --> 03:32:03.710

Cooper City Hall: thank you. Let's move on to Ordinance 23, and that is, item number 25. Excuse me. Item number 26, item 2330. Thank you. Mayor Commission. The item is an ordinance to the city of Cooper City, Florida, approving the franchise agreement with Eastern waste systems incorporated Dws for bulk, waste, trash and bulk yard waste collection services attached to its exhibit a it's the agreement.

2220

03:32:03.820 --> 03:32:08.430

Cooper City Hall: Granting an exclusive franchise to Ews, pursue what the terms and conditions set forth in the agreement.

2221

03:32:08.460 --> 03:32:16.650

Cooper City Hall: authorizing and directing the city manager to finalize and execute franchise agreements in the city and Ews fighting acceptability pointing for contract. Excuse me conflicts and providing for unaffected.

2222

03:32:16.750 --> 03:32:21.410

Cooper City Hall: Thank you. And that's professionalism. And that's what I like to see. Thank you, gentlemen, very much.

2223

03:32:22.140 --> 03:32:28.149

Cooper City Hall: Do I have a motion motion to approve, second, by Commissioner Schroeder, second by Commissioner Catsman, Commissioner Schrodinger.

2224

03:32:28.330 --> 03:32:30.030

Cooper City Hall: The only question I have

2225

03:32:30.580 --> 03:32:35.149

Cooper City Hall: first question I had is, do we need to approve a specific level of service here or no.

2226

03:32:35.160 --> 03:32:36.799

Cooper City Hall: because there were different options?

2227

03:32:38.270 --> 03:32:40.020

Cooper City Hall: Okay. I missed that one.

2228

03:32:40.560 --> 03:32:43.049

Cooper City Hall: Oh, I see. I believe her

2229

03:32:44.590 --> 03:32:45.310

Cooper City Hall: current.

2230

03:32:46.680 --> 03:32:47.410

That would.

2231

03:32:48.450 --> 03:32:54.919

Cooper City Hall: Yes, just just for clarification. Yes. Ews did give several different options, both current

2232

03:32:55.240 --> 03:33:00.579

Cooper City Hall:  believe was the recommendation from the evaluation

2233

03:33:01.400 --> 03:33:13.029

Cooper City Hall: okay and and current, with the addition of the option for residents to call at a specific rate, have additional pickup. So our residences right? There's a price. Okay?

2234

03:33:14.720 --> 03:33:18.780

Cooper City Hall: Yes, there is, Commissioner. If if there's a special pickup necessary.

2235

03:33:18.830 --> 03:33:26.509

Cooper City Hall: the Resident can call Ews directly. and they will come out, and you know, price it for them directly.

2236

03:33:26.550 --> 03:33:31.699

Cooper City Hall: Okay. And and as it relates, well, does our current one have it broken down? What we're paying for both.

2237

03:33:32.720 --> 03:33:37.270

Cooper City Hall: Do we know what the savings is, or only only in the aggregate?

2238

03:33:37.360 --> 03:33:38.729

Cooper City Hall: let me look real quick.

2239

03:33:48.570 --> 03:33:57.520

Cooper City Hall: Yes, I have. I have it. You have it. Okay, thank you. There is a savings, almost a dollar a little under a dollar. So we're going to save a little under a dollar.

2240

03:33:57.720 --> 03:34:04.090

Cooper City Hall: Well, not not a year, that's per resonance or per resident per month. So how much second month they get? You guys have that?

2241

03:34:04.610 --> 03:34:05.939

Cooper City Hall: Yeah. And that's

2242

03:34:06.730 --> 03:34:14.039

Cooper City Hall: 11,000 resonance or something for that effect. That's what I'm trying to get at.

2243

03:34:14.190 --> 03:34:24.839

Cooper City Hall: Yes, and we can we? We can. We'll get into some more of those details, sir, on the rate side. But yeah, it's it's is about a dollar a customer per month. There's several tens of thousands of dollars.

2244

03:34:25.370 --> 03:34:27.670

Cooper City Hall: because there's at least. and dialogue

2245

03:34:27.840 --> 03:34:29.780

Cooper City Hall: a year at the same.

2246

03:34:30.060 --> 03:34:30.930

Cooper City Hall: I'm sorry. Open.

2247

03:34:31.400 --> 03:34:35.409

Cooper City Hall: Okay, so 11,000 times 12 months, so to say.

2248

03:34:36.090 --> 03:34:37.670

Cooper City Hall: So, we're at a hundred $1,000.

2249

03:34:39.230 --> 03:34:47.969

Cooper City Hall: But we anticipate that this Company Ews will be able to provide the same service as Ews that currently picks up the bulk.

2250

03:34:48.670 --> 03:34:54.970

Cooper City Hall: Yes, because it's the same company currently Ews provides bulk pickup as a subcontractor

2251

03:34:55.010 --> 03:35:01.399

Cooper City Hall: waste management. So we are going to have the exact same trucks picking up our bulk for cheaper.

2252

03:35:01.690 --> 03:35:03.300

Cooper City Hall: Yes, how is that possible?

2253

03:35:03.470 --> 03:35:04.180

Cooper City Hall: No, middle.

2254

03:35:05.890 --> 03:35:09.270

Cooper City Hall: Another example. Why, we should procure things like Toolbox.

2255

03:35:12.720 --> 03:35:14.610

Cooper City Hall: Commissioner Green.

2256

03:35:15.870 --> 03:35:17.340

Cooper City Hall: I'm the next Commissioner Gadget

2257

03:35:18.490 --> 03:35:29.090

Cooper City Hall: and excited is they have 12 bucks and have our residents do the same mentioned a green. I'm good, Sir Commissioner Melosie. Well, vote

2258

03:35:30.440 --> 03:35:32.950

Cooper City Hall: oh, any any disclosure

2259

03:35:33.060 --> 03:35:35.509

Cooper City Hall: for Eastern Way systems.

2260

03:35:41.120 --> 03:35:42.319

Cooper City Hall: and I don't think.

2261

03:35:42.830 --> 03:35:43.660

and no one.

2262

03:35:46.420 --> 03:35:56.200

Cooper City Hall: And and Ryan Walker. I tried his hands. I could not, because I don't take money from Ryan. I got it. You stand on what you said before. Thank you. Follow the way. Commissioner Malosi.

2263

03:35:56.290 --> 03:35:58.830

Cooper City Hall: Commissioner Katzmann. Yes, Commissioner Schrouter.

2264

03:35:59.270 --> 03:36:02.999

Cooper City Hall: Gladly. Commissioner Green. No, Mayor Ross. Yes.

2265

03:36:03.390 --> 03:36:19.139

Cooper City Hall: moving on to item number 27, ordinance, 2332. Jacob, Mayor, commission, ordinance, 2332 is an ordinance of the city. Cooper City, Florida, amending chapter 12 of the city's code of ordinances inside of parks and recreation by specifically amending Article 3, section 1246, entitled, Permits

2266

03:36:19.490 --> 03:36:27.620

Cooper City Hall: requiring a permit for gatherings at city parks of more than 7 individuals, fight over exceptions, fight over conflicts, fight for codification, severability, and fine effect.

2267

03:36:28.610 --> 03:36:30.140

Cooper City Hall: Thank you. Do I have a motion.

2268

03:36:32.000 --> 03:36:33.120

Cooper City Hall: Do I have a second

2269

03:36:33.990 --> 03:36:34.830

Cooper City Hall: second

2270

03:36:35.260 --> 03:36:39.120

Cooper City Hall: motion by Commissioner Melosie, second, by Commissioner Green Commission, Malau.

2271

03:36:41.620 --> 03:36:44.229

Cooper City Hall: Someone who sees the fields being destroyed.

2272

03:36:44.500 --> 03:36:46.190

Bunch of people

2273

03:36:48.760 --> 03:36:49.530

Cooper City Hall: there

2274

03:36:53.140 --> 03:36:54.059

see that?

2275

03:36:58.970 --> 03:36:59.720

Yeah.

2276

03:37:02.150 --> 03:37:03.330

Cooper City Hall: adults, honestly

2277

03:37:04.280 --> 03:37:05.030

it up.

2278

03:37:06.270 --> 03:37:10.839

Just hear the comments from from up here.

2279

03:37:11.040 --> 03:37:13.439

Cooper City Hall: We saw she

2280

03:37:15.000 --> 03:37:18.140

Cooper City Hall: artificial whatever you want to call it, that

2281

03:37:18.560 --> 03:37:20.849

Cooper City Hall: not to just abuse it again.

2282

03:37:21.000 --> 03:37:22.720

Cooper City Hall: and I go on a field

2283

03:37:22.830 --> 03:37:24.660

Cooper City Hall: that's been used by

2284

03:37:24.850 --> 03:37:26.329

one of our programs.

2285

03:37:27.720 --> 03:37:28.910

I don't see

2286

03:37:30.770 --> 03:37:32.060

Cooper City Hall: oops that

2287

03:37:34.260 --> 03:37:40.520

Cooper City Hall: body and some socks and mouth pieces and water bottles and everything all over the place.

2288

03:37:40.530 --> 03:37:51.800

Cooper City Hall: I don't see people doing things that the guys were doing on the field. I don't see 40 people, 40 adults on a 9 v. 9 role that shouldn't be playing on a field. That's bad.

2289

03:37:52.660 --> 03:37:53.390

Cooper City Hall: but

2290

03:37:56.210 --> 03:37:57.500

Cooper City Hall: that on a regular

2291

03:37:57.590 --> 03:37:58.910

since on

2292

03:37:59.710 --> 03:38:02.320

Cooper City Hall: that's going to be the problem. I also see on a coach

2293

03:38:02.690 --> 03:38:06.959

and a coach made money on it. We're not getting anything

2294

03:38:08.580 --> 03:38:12.539

Cooper City Hall: yet. I literally have coach saying I come here every single week.

2295

03:38:12.700 --> 03:38:14.739

Cooper City Hall: Well, that's great cause you come here, and

2296

03:38:14.750 --> 03:38:18.270

Cooper City Hall: you're abusing our fields because your conduit

2297

03:38:18.520 --> 03:38:22.730

Cooper City Hall: we have been asked. I'm on the Flamingo, West Side.

2298

03:38:22.790 --> 03:38:30.480

Cooper City Hall: Do not use repetitive training. By that I mean ladders of

2299

03:38:31.440 --> 03:38:34.490

Cooper City Hall: things like that on artificial.

2300

03:38:35.040 --> 03:38:39.500

Cooper City Hall: perfect, because when you're constantly jumping at the same spot.

2301

03:38:39.790 --> 03:38:41.040

Cooper City Hall: It will

2302

03:38:42.610 --> 03:38:44.430

Cooper City Hall: odd, wear patterns.

2303

03:38:44.590 --> 03:38:47.510

Cooper City Hall: and it will cause the field

2304

03:38:47.590 --> 03:38:49.109

need to be

2305

03:38:49.250 --> 03:38:50.140

Cooper City Hall: prepared

2306

03:38:50.630 --> 03:38:53.180

him any questions more than I am.

2307

03:38:53.730 --> 03:38:57.639

Cooper City Hall: but it will cause the fields to meet prepared more?

2308

03:38:58.020 --> 03:39:00.710

Cooper City Hall: They have asked. They have asked us

2309

03:39:00.910 --> 03:39:05.090

Cooper City Hall: not. Things like this don't hurdles or anything like that

2310

03:39:05.110 --> 03:39:07.189

Cooper City Hall: on the artificial.

2311

03:39:07.320 --> 03:39:09.790

Cooper City Hall: These got in the grass areas

2312

03:39:11.300 --> 03:39:17.250

Cooper City Hall: doesn't harm the fields. And now I go. When I go on the fields and I go and I train my kids.

2313

03:39:17.790 --> 03:39:20.040

Cooper City Hall: there's cultures that are being paid.

2314

03:39:20.080 --> 03:39:24.380

Cooper City Hall: and they're doing hurdles, and they're doing ladders. They don't work

2315

03:39:24.830 --> 03:39:26.510

Cooper City Hall: because they're getting money.

2316

03:39:26.760 --> 03:39:41.590

Cooper City Hall: They live in Miramar. They live in Kember Pines, where they live. They're getting paid for. Not following the same rules that we are. Staff tells them you're not supposed to do that. They don't care. They just they turn around and they come back another day

2317

03:39:41.850 --> 03:39:47.760

Cooper City Hall: and they still do it. And then again, I've done. I've found groups of 40 people, 30 people, 20 people

2318

03:39:47.860 --> 03:39:49.979

Cooper City Hall: beating the heck out of our fields.

2319

03:39:50.040 --> 03:39:53.270

Cooper City Hall: and they don't care. This is a win-win for us.

2320

03:39:54.360 --> 03:39:55.370

Cooper City Hall: Commissioner Green.

2321

03:39:58.170 --> 03:40:03.330

Cooper City Hall: I agree with the Commissioner Melozi. I know in times past I know I have seen the

2322

03:40:05.680 --> 03:40:08.669

Cooper City Hall: play at the weights on the field.

2323

03:40:09.470 --> 03:40:12.330

Cooper City Hall: Oh, yeah, when you push the thing

2324

03:40:12.480 --> 03:40:17.559

Cooper City Hall:  I agree with it. I agree with her, I think.

2325

03:40:17.870 --> 03:40:26.080

Cooper City Hall: gives us an opportunity to really narrow down. If people want to use the fields. should be a

2326

03:40:27.030 --> 03:40:31.850

Cooper City Hall: process in place. I have nothing. Thank you, Mayor commission Schroeder.

2327

03:40:32.590 --> 03:40:36.840

Cooper City Hall: Yes. Is this your recommended board and Shaman

2328

03:40:36.940 --> 03:40:42.799

Cooper City Hall: City? So? I guess. Should I ask the manager, is this your recommended ordinance change?

2329

03:40:44.280 --> 03:40:45.500

Cooper City Hall: You can be honest.

2330

03:40:47.430 --> 03:40:52.499

Cooper City Hall: Th, this is an item that came out of from from March and Rec. Director.

2331

03:40:52.740 --> 03:40:55.750

Cooper City Hall:  and

2332

03:40:55.980 --> 03:41:02.460

Cooper City Hall: obviously, you know, I did have discussions with her related to the item. But that's that's where it's

2333

03:41:03.420 --> 03:41:08.569

Cooper City Hall: did she express to you that there's an important amount of issues regarding

2334

03:41:11.930 --> 03:41:17.690

Cooper City Hall: I'm gonna ask Mister Rog, it's Rose right? Yes, sir. Are you over the fields?

2335

03:41:17.850 --> 03:41:18.780

Cooper City Hall: Yes, sir.

2336

03:41:19.310 --> 03:41:26.640

Cooper City Hall: are you familiar with the concerns that come in on the field. Yes, sir, is there? Is this? Was this your recommendation? This was a

2337

03:41:27.020 --> 03:41:31.629

Cooper City Hall: but to us. From a previous commission meeting, I believe, and the Commission meeting was

2338

03:41:31.870 --> 03:41:33.550

Cooper City Hall: April 20, fifth meeting

2339

03:41:33.930 --> 03:41:37.019

Cooper City Hall: that come up with a resolution dealing with a permit.

2340

03:41:37.630 --> 03:41:39.470

Cooper City Hall: Who? Who requested that up here?

2341

03:41:41.050 --> 03:41:58.449

Cooper City Hall: Was it Commissioner Mellosy. Alright, I don't have that in my notes who actually did it just says on commission. So I'm just trying to figure out whose recommendations is because these things show up. and so is it your recommendation? No, it wasn't mine. So it's not your recommendation. You're the guy in charge of the fields, not the manager's recommendation.

2342

03:41:58.770 --> 03:42:05.200

Cooper City Hall: Commissioner Melissa just gave us a dye drive on it, she said. It wasn't her recommendation. Oh, no, I said, I send them pictures weekly.

2343

03:42:05.820 --> 03:42:08.089

Cooper City Hall: This sounds like

2344

03:42:08.750 --> 03:42:10.669

Cooper City Hall: this was put forward

2345

03:42:11.800 --> 03:42:15.410

Cooper City Hall: without the appropriate person's name on it, to disguise it as

2346

03:42:15.700 --> 03:42:19.959

Cooper City Hall: resolving a problem that there isn't under this proposed ordinance? Would our

2347

03:42:19.990 --> 03:42:21.310

Cooper City Hall: prestige

2348

03:42:21.610 --> 03:42:31.639

Cooper City Hall: prestige wrong word! Esteemed Captain be able to take him, his wife and his family, to our park at play on our fields without a permit.

2349

03:42:32.660 --> 03:42:36.619

Cooper City Hall: He has 6 children, yes, 6 children. No, he would require a permit.

2350

03:42:36.920 --> 03:42:44.980

Cooper City Hall: What would we do? Would we arrest him? Would we call his esteemed lieutenant to come, arrest him for not having a power. I think I would call Ozzie

2351

03:42:45.160 --> 03:42:46.100

Cooper City Hall: so.

2352

03:42:46.210 --> 03:42:59.629

Cooper City Hall: But I understand what you're saying, based on the amount of people. There are concerns that Commissioner Melosie's brought up that comes up all the time with the wrong amount of people being on the fields. There's also concerns with the right amount of number to say when it's a family.

2353

03:42:59.660 --> 03:43:07.130

Cooper City Hall: whether it's the captains or the city managers, or one of us colleagues who have a lot of children. A bigger family are utilizing the fields. But

2354

03:43:07.220 --> 03:43:09.209

Cooper City Hall: there's also a difference between

2355

03:43:09.230 --> 03:43:27.899

Cooper City Hall: family use and professional use is very. It's a very thin line which we try to to make sure we're going down that line to figure out if you're a professional, you're out there using equipment. Is these your kids or family friends all playing together, are you? Somebody's out here training? Sometimes they have equipment and

2356

03:43:28.120 --> 03:43:41.730

Cooper City Hall: that can be identified. But sometimes they don't have equipment. They're just doing drills and different things like that, like we do with our families all the time when we play on fields. Th, there are some s actually, Deerfield went through an extensive process to make sure

2357

03:43:41.980 --> 03:43:52.509

Cooper City Hall: commercial or people for profit, were not using their their fields, and would address some of the things that Commissioner Malos was talking about with regard to being paid.

2358

03:43:52.810 --> 03:44:03.719

Cooper City Hall: and I think it would be worthwhile in our free time to look and to see if there's just a better language we can use to accomplish our current situation, but I do not believe

2359

03:44:03.970 --> 03:44:10.489

Cooper City Hall: from policy standpoint we should require families like Mr. Pi Giovanni's or or mine, and I was one of 7 children.

2360

03:44:10.570 --> 03:44:15.589

Cooper City Hall: So unless we're going to go out unsupervised, we wouldn't make the cut be able to play there.

2361

03:44:15.800 --> 03:44:27.920

Cooper City Hall: Ii just don't think that that we should do that. Now. This must be an issue at Flamingo, West Park, because at the Park that I go to with my child. Nobody comes there to play because it rings.

2362

03:44:28.200 --> 03:44:30.740

Cooper City Hall: Yeah, it stinks literally

2363

03:44:30.900 --> 03:44:39.809

Cooper City Hall: and there's no waterfall. Well, there is a waterfound. Yeah. But this once again, I'm like, why did we build a multimillion dollar facility and then assign

2364

03:44:40.070 --> 03:44:47.900

Cooper City Hall: programs that I'm majority non residents to play there and then come out with a permitting process. where, if you have 7 or more, you have to have a permit.

2365

03:44:48.190 --> 03:44:51.150

Cooper City Hall: Sounds like this is starting to be like a territorial

2366

03:44:51.230 --> 03:44:53.070

Cooper City Hall: facility where only certain people

2367

03:44:53.140 --> 03:44:59.479

Cooper City Hall: and play there. And and I got a problem with that personally. So I think that this is just in furtherance of that same

2368

03:44:59.510 --> 03:45:03.680

Cooper City Hall: theory or mentality. I would like our residents to be able

2369

03:45:03.860 --> 03:45:04.650

Cooper City Hall: play

2370

03:45:04.790 --> 03:45:07.519

Cooper City Hall: flinging a West, and I don't think you should have to have a permit.

2371

03:45:07.550 --> 03:45:15.009

Cooper City Hall: Go out there and do a pickup game. I agree with you, Commissioner Schrouter, on some of your points. Let me ask you this.

2372

03:45:15.390 --> 03:45:21.190

Cooper City Hall: With that being said, we have a number of residents. We have a number of non-residents

2373

03:45:21.440 --> 03:45:24.019

Cooper City Hall: that go out to Flamingo, West Park.

2374

03:45:24.360 --> 03:45:42.020

Cooper City Hall: and they have. I see them all the time when I'm going back and forth to church. There's 1520, sometimes more. and while I haven't stopped, I don't stop on every occasion to see who's out there on occasion. I have gone out there. I am out there every Monday.

2375

03:45:42.180 --> 03:45:44.739

Cooper City Hall: At the is that the

2376

03:45:45.500 --> 03:45:47.989

Cooper City Hall: Flamingo West Park Walkin?

2377

03:45:48.350 --> 03:45:55.950

Cooper City Hall: There are a number of residents, nonresidents that come into the city that utilize those fields

2378

03:45:56.430 --> 03:45:57.310

Cooper City Hall: that

2379

03:45:57.680 --> 03:46:01.529

Cooper City Hall:  won't allow for our folks

2380

03:46:01.980 --> 03:46:06.180

Cooper City Hall: to be on the fields. I've literally been at Flamingo, West Park.

2381

03:46:06.370 --> 03:46:14.260

Cooper City Hall: where the coaches have said, Hey, look! We have organized practices, we. We have worked this through the city, and we've had

2382

03:46:15.300 --> 03:46:22.309

Cooper City Hall: people that have absolutely refused to get off of the field. But for, thank God, the Park Ranger

2383

03:46:22.760 --> 03:46:25.160

Cooper City Hall: that would come by and say, 8.

2384

03:46:25.520 --> 03:46:27.390

Cooper City Hall: This is an organized sport.

2385

03:46:27.520 --> 03:46:32.210

Cooper City Hall: They have access to it. They have. It's been calendar. They have to get out. So

2386

03:46:32.220 --> 03:46:34.880

Cooper City Hall: I hear what you're saying with regards to

2387

03:46:35.170 --> 03:46:38.749

Cooper City Hall: the permitting of 7 people. But

2388

03:46:39.160 --> 03:46:42.409

Cooper City Hall: and I know that you've talked. I've heard you say, about

2389

03:46:42.570 --> 03:46:45.660

Cooper City Hall: city of Deerfield and their process.

2390

03:46:45.720 --> 03:46:48.409

Cooper City Hall: Curious! What what do you think we should do

2391

03:46:48.710 --> 03:46:49.770

Cooper City Hall: for those

2392

03:46:50.620 --> 03:46:54.390

Cooper City Hall: people that do not the residents. but the folks.

2393

03:46:54.470 --> 03:46:56.860

Cooper City Hall: Professionals that we know

2394

03:46:57.410 --> 03:47:00.129

Cooper City Hall: come into our city and utilize

2395

03:47:00.820 --> 03:47:05.940

Cooper City Hall: parks, our fields. and they beat him up and they don't pay.

2396

03:47:06.580 --> 03:47:17.479

Cooper City Hall: I'm sorry it's up to Commissioner Catchment. No, no, no, Josh, if you can answer that.

2397

03:47:17.810 --> 03:47:37.579

Cooper City Hall: we started a second permit process for trainers in situations like that. So anybody who's doing any training on the fields we have signage out at some of the parks already. You are Codis on our website, where you can sign up for a training permit. We will get a piece of that Rev. That training revenue that you're talking about. We have something in place with that as far as

2398

03:47:37.970 --> 03:47:48.360

Cooper City Hall: the usage of the parks. If they sign up, if they sign up, if we catch them, we give them. We give them the documentation when we catch them, or we report it. So I have got reports myself.

2399

03:47:48.470 --> 03:47:53.730

Cooper City Hall: or I have dispatched Park Rangers to go out there and also have going my cell phone calls

2400

03:47:53.810 --> 03:48:01.650

Cooper City Hall: dealing with some of you guys calling me to let me know that there was an issue to come out and speak, or where the field's out. So we are working through that process. But

2401

03:48:02.070 --> 03:48:09.880

Cooper City Hall: we have developed a permit process for those, and we have got inquiries about it. We get people signed up. So that's that is ongoing.

2402

03:48:10.200 --> 03:48:15.009

Cooper City Hall: Mayor. He asked me a question so I could respond, oh, go ahead. You do respond. Then, Commissioner, yeah.

2403

03:48:15.080 --> 03:48:18.530

Cooper City Hall: Commissioner Green, I think we should become

2404

03:48:19.650 --> 03:48:21.080

Cooper City Hall: a lot more restrictive.

2405

03:48:24.800 --> 03:48:26.879

Cooper City Hall: So if somebody is is gonna

2406

03:48:27.270 --> 03:48:29.190

classes or anything like that

2407

03:48:29.270 --> 03:48:32.869

Cooper City Hall: I don't even. I think we need to look at the process. And I think we should be a lot more.

2408

03:48:32.970 --> 03:48:34.260

not even just simply

2409

03:48:35.840 --> 03:48:40.110

Cooper City Hall: our unit, our parks primarily used. or anybody.

2410

03:48:40.950 --> 03:48:41.740

Now

2411

03:48:42.690 --> 03:48:44.430

Cooper City Hall: we have to look within

2412

03:48:48.410 --> 03:48:49.260

Cooper City Hall: cover

2413

03:48:49.510 --> 03:48:56.330

Cooper City Hall: 5 days a week. I don't know if the if if the goal is to have a part-time person cover the other 2 days. I'm not, but I'm open

2414

03:48:56.950 --> 03:49:01.409

Cooper City Hall: doing. I do not think these parks should be reasons. I don't believe

2415

03:49:02.380 --> 03:49:03.739

planes with leads

2416

03:49:05.890 --> 03:49:09.999

Cooper City Hall: the same time. Monsieur Melowsy has brought up the the running place thing

2417

03:49:10.920 --> 03:49:12.349

Cooper City Hall: that they said we shouldn't do.

2418

03:49:12.370 --> 03:49:13.789

Cooper City Hall: We need to codify that.

2419

03:49:16.510 --> 03:49:17.500

Cooper City Hall: although

2420

03:49:18.520 --> 03:49:20.869

Cooper City Hall: think maybe when they gave us the turf, they said, Don't do it.

2421

03:49:20.960 --> 03:49:23.829

Cooper City Hall: We need to actually have rules, so we can point to it.

2422

03:49:23.930 --> 03:49:33.239

Cooper City Hall: They visit if that's what's happening loses. Remember, in the employees probably use. Then when you go and tell them right, Mr. Rhodes, there's not a rule we have. It can't do that right?

2423

03:49:33.310 --> 03:49:35.650

Cooper City Hall: We just have to codify those rules and restrict

2424

03:49:36.010 --> 03:49:42.029

Cooper City Hall: right? I know that was in a process in States who was working on Prior, though. That's something that's being worked on.

2425

03:49:42.450 --> 03:49:46.340

Cooper City Hall: pretty much getting all the rules listed. It's been ongoing process for a while. Now.

2426

03:49:47.620 --> 03:49:49.360

Cooper City Hall: is it possible to get?

2427

03:49:49.380 --> 03:49:53.539

Cooper City Hall: Is it possible to get that completed by the next

2428

03:49:54.830 --> 03:49:55.600

Cooper City Hall: agenda.

2429

03:49:58.720 --> 03:50:04.580

Cooper City Hall: We'll work on it and get with the manager. And I'll give you answer once we look at everything.

2430

03:50:06.200 --> 03:50:06.860

Yeah.

2431

03:50:07.530 --> 03:50:20.159

Cooper City Hall: no? Okay, then work with city manager both. I think, in the ordinance it stays. Director has the authority to make the rules.

2432

03:50:21.220 --> 03:50:31.779

Cooper City Hall: Well, no, our staff can say, Hey, you're you're not allowed on our yeah, if we have a sign. So no throwing the ball at the wall, we don't have to pass an ordinary meeting. Now, Commissioner, yeah, thank you. So

2433

03:50:32.180 --> 03:50:35.440

Cooper City Hall: that that was one of my comments signage. I think we need signage

2434

03:50:35.460 --> 03:50:38.200

Cooper City Hall: that says you cannot do this honestly.

2435

03:50:38.520 --> 03:50:44.670

Cooper City Hall: I remember year or 2 ago I was at one of the times I got. I think it was for 5, 1 5, because

2436

03:50:44.790 --> 03:50:48.489

Cooper City Hall: think a lesson. We brought out the ladder. We didn't know we weren't allowed to.

2437

03:50:48.610 --> 03:50:50.090

Cooper City Hall: So.

2438

03:50:50.330 --> 03:50:52.470

Cooper City Hall: and then I remember, Commissioner, what

2439

03:50:54.010 --> 03:50:55.850

Cooper City Hall: I remember Commissioner Melozi said

2440

03:50:56.100 --> 03:50:58.009

Cooper City Hall: mentioned not to, and then I

2441

03:50:58.970 --> 03:51:00.400

Cooper City Hall: and I had no idea.

2442

03:51:00.720 --> 03:51:06.540

Cooper City Hall: Also you mentioned 2030, 40 people. I believe our code.

2443

03:51:06.630 --> 03:51:14.640

Cooper City Hall: as presented, is currently 20 or 20 or more. So anything less than 20 where we're talking about now.

2444

03:51:14.950 --> 03:51:16.270

and it would impact.

2445

03:51:17.560 --> 03:51:27.599

Cooper City Hall: I just as an example. I am an optimist volunteer coach for Voice Number 7 soccer team. I was told that the place that we can practice

2446

03:51:27.710 --> 03:51:30.879

Cooper City Hall: on Monday nights is women go West.

2447

03:51:31.530 --> 03:51:35.160

Cooper City Hall: And well, I told kids to meet up there.

2448

03:51:35.180 --> 03:51:38.410

which I got to see from the Champion walking during the walking club that night.

2449

03:51:38.520 --> 03:51:47.429

Cooper City Hall: and I had about 10 kids out there. So with this new. and it wasn't an organized, sanctioned optimist practice. It was a pickup game, if you will.

2450

03:51:47.440 --> 03:51:51.280

Cooper City Hall: to warm the kids up for the game on Wednesday. I would be violating.

2451

03:51:51.870 --> 03:51:57.459

Cooper City Hall: Excuse me, what time were you there?

2452

03:51:58.990 --> 03:52:08.349

Cooper City Hall: Because Optimus has a practice time. So using that practice time. And they told you to go to this designated park you was in that optimist practice window.

2453

03:52:08.810 --> 03:52:13.219

Cooper City Hall: They reserved the fields at Flamingo West, and that practice women just like Bill lips just like sports complex.

2454

03:52:13.280 --> 03:52:16.369

Cooper City Hall: So they have a window on the appeal nobody was enforcing.

2455

03:52:18.510 --> 03:52:24.959

Cooper City Hall: Well, there were other people. There's open fields, there's open, you know, sometimes open to the public that you have to come in.

2456

03:52:25.050 --> 03:52:28.030

Cooper City Hall: Okay. Deal. Vancouver City.

2457

03:52:33.970 --> 03:52:35.110

Cooper City Hall: No, there's not.

2458

03:52:35.840 --> 03:52:41.640

Cooper City Hall: I showed up the the week before the field C. And there was an organized game going on.

2459

03:52:41.840 --> 03:52:44.130

Cooper City Hall: So so I called.

2460

03:52:45.110 --> 03:52:46.500

Cooper City Hall: or somehow

2461

03:52:46.570 --> 03:52:49.970

Cooper City Hall: one of the optimist leaders called me. But no, actually, it's

2462

03:52:50.110 --> 03:52:51.279

Cooper City Hall: it's Field

2463

03:52:51.470 --> 03:52:52.380

feel that.

2464

03:52:52.790 --> 03:52:53.849

Cooper City Hall: Let me go West

2465

03:52:53.880 --> 03:52:55.619

Cooper City Hall: that you can, but anybody

2466

03:52:56.530 --> 03:53:02.389

Cooper City Hall: but no resonance can use. You'll see, despite the fact that allocated there are organized agents.

2467

03:53:04.090 --> 03:53:05.540

Cooper City Hall: So my point is that

2468

03:53:06.270 --> 03:53:12.169

Cooper City Hall: we're, I think we're looking for a problem. I completely agree that the that the equipment

2469

03:53:12.730 --> 03:53:13.790

Cooper City Hall: needs to be

2470

03:53:13.930 --> 03:53:16.279

Cooper City Hall: monitor. There need to be signs, and there needs

2471

03:53:16.340 --> 03:53:17.420

portion of it.

2472

03:53:17.550 --> 03:53:23.970

Cooper City Hall: But I mean, I would maybe support 15 as a number, because then you don't have a full 11 on 11

2473

03:53:24.060 --> 03:53:25.080

Cooper City Hall: pickup game.

2474

03:53:26.230 --> 03:53:28.280

Cooper City Hall: That's the problem. But I'm I'm

2475

03:53:28.850 --> 03:53:30.940

every funding.

2476

03:53:31.180 --> 03:53:33.150

Cooper City Hall: It's almost every Monday and Wednesday

2477

03:53:33.410 --> 03:53:36.439

there is 25 to 30.

2478

03:53:36.700 --> 03:53:40.989

Cooper City Hall: They're and they're all from Pembroke pride, because I know several of them. There are a bunch of

2479

03:53:41.760 --> 03:53:43.820

Cooper City Hall: 20 something year old boys.

2480

03:53:43.940 --> 03:53:46.640

Cooper City Hall: but at least the ones I know of on Humber Tenth.

2481

03:53:46.710 --> 03:53:52.389

Cooper City Hall: and they're playing pickup soccer. I don't care. They're off the streets, they're not breaking houses. I'm okay with that.

2482

03:53:53.010 --> 03:53:53.730

Cooper City Hall: you know.

2483

03:53:54.060 --> 03:53:54.920

Use it

2484

03:53:55.340 --> 03:54:00.170

Cooper City Hall: right? And we need a mechanism. My only concern is many on that 7 is

2485

03:54:01.140 --> 03:54:02.250

Cooper City Hall: becomes

2486

03:54:02.820 --> 03:54:06.109

Cooper City Hall: what if? What if, hypothetically, I wasn't the optimist coaching

2487

03:54:06.150 --> 03:54:07.559

Cooper City Hall: wanted to have a reunion

2488

03:54:08.100 --> 03:54:09.050

and players.

2489

03:54:09.180 --> 03:54:12.640

Cooper City Hall: I have to pay a permit. I mean, that's that's a bit

2490

03:54:13.940 --> 03:54:17.510

Cooper City Hall: reality is, I think this is not to stop

2491

03:54:17.990 --> 03:54:22.110

Cooper City Hall: little kids. It's to stop. I don't think you're gonna abuse the field.

2492

03:54:22.180 --> 03:54:27.569

Cooper City Hall: So maybe it's not worded properly. But when you're there with little kids I don't think you're gonna abuse the field.

2493

03:54:27.670 --> 03:54:30.260

Cooper City Hall: He's there with his his

2494

03:54:30.270 --> 03:54:37.350

Cooper City Hall: group of children. I don't think he's going to abuse the field. It's people that are ripping their heels up that don't care.

2495

03:54:37.690 --> 03:54:39.090

Lay on.

2496

03:54:40.300 --> 03:54:56.489

Cooper City Hall: If it's an 11 B. 11 field. It's 11 versus 11, but it's a big field that's that's made for 11 versus 11 A. 9 B. 9 is 9 versus 9, but on any given on the Mondays and Wednesdays that I'm always there.

2497

03:54:56.770 --> 03:55:00.460

Cooper City Hall: Come by, and you'll see there's over 20

2498

03:55:01.140 --> 03:55:06.030

Cooper City Hall: on any given on the evenings I'm walking off. And there's 20 something kids.

2499

03:55:06.180 --> 03:55:09.680

Cooper City Hall: And they're not kids. I mean, they're kids.

2500

03:55:10.730 --> 03:55:21.889

Cooper City Hall: We need to be to enforce. Well, but you have. There's no enforcement of it's a 99 field you must have. It's there's no enforcement.

2501

03:55:22.870 --> 03:55:24.489

Cooper City Hall: I'm good. You good

2502

03:55:25.210 --> 03:55:29.380

Cooper City Hall:  Get it.

2503

03:55:29.540 --> 03:55:32.009

Cooper City Hall: I've got to give you the initial reaction I had.

2504

03:55:32.300 --> 03:55:33.359

Cooper City Hall: Are you kidding me?

2505

03:55:34.580 --> 03:55:36.190

Cooper City Hall: And I'm

2506

03:55:36.780 --> 03:55:39.960

Cooper City Hall: I'm in favor of revenue producing items.

2507

03:55:41.180 --> 03:55:42.470

I'm sorry

2508

03:55:44.230 --> 03:55:46.950

Cooper City Hall: when you're looking at charging a family.

2509

03:55:49.370 --> 03:55:52.180

Cooper City Hall: Got you've got upstanding

2510

03:55:53.140 --> 03:55:54.520

Cooper City Hall: people working here

2511

03:55:54.790 --> 03:55:59.500

Cooper City Hall: who have more of a family that if they bring their family to the Park they need permission.

2512

03:56:00.330 --> 03:56:02.139

Cooper City Hall: I've never heard something so ridiculous.

2513

03:56:11.680 --> 03:56:14.840

Cooper City Hall: I'm sorry. Not that I'm aware of. but

2514

03:56:15.020 --> 03:56:18.949

Cooper City Hall: if if that's something that you want to do and and people work

2515

03:56:19.400 --> 03:56:22.509

Cooper City Hall: the department to get terrific.

2516

03:56:23.080 --> 03:56:25.169

Cooper City Hall: my my difficulty is.

2517

03:56:26.890 --> 03:56:29.040

Cooper City Hall: you see, all these people out there.

2518

03:56:30.030 --> 03:56:33.860

Cooper City Hall: Call the Ranger. There's there's again process protocol

2519

03:56:33.970 --> 03:56:37.100

Cooper City Hall: all arranged. Ranger isn't out there.

2520

03:56:37.140 --> 03:56:38.349

Cooper City Hall: You call the chief

2521

03:56:39.180 --> 03:56:40.020

your chief.

2522

03:56:42.320 --> 03:56:44.890

Cooper City Hall: I mean. Oh, my God! You could call

2523

03:56:44.990 --> 03:56:47.409

Cooper City Hall: a hotline that we have that's never used.

2524

03:56:47.920 --> 03:56:50.429

Cooper City Hall: You can do so many different things.

2525

03:56:50.960 --> 03:56:53.010

Cooper City Hall: and I am not in favor

2526

03:56:53.370 --> 03:56:54.040

Cooper City Hall: of.

2527

03:56:54.900 --> 03:56:57.150

Cooper City Hall: Disordered by a

2528

03:56:57.970 --> 03:57:01.230

Cooper City Hall: motion to remove the Ord. We remove it.

2529

03:57:02.830 --> 03:57:04.200

Cooper City Hall: Okay for move what?

2530

03:57:05.480 --> 03:57:08.790

Cooper City Hall: I'll go ahead and and just go ahead and fold.

2531

03:57:11.120 --> 03:57:12.370

Cooper City Hall: Commissioner Malos.

2532

03:57:12.720 --> 03:57:15.029

Cooper City Hall: Yes, Commissioner Katzmann, no

2533

03:57:15.070 --> 03:57:16.349

Cooper City Hall: Commissioner, shrouder.

2534

03:57:16.530 --> 03:57:23.380

Cooper City Hall: Commissioner Green, no. Mayor Ross. Yeah. Moving on to the ordinance on second breeding

2535

03:57:24.530 --> 03:57:33.100

Cooper City Hall: regarding some of the concerns that Commissioner Malos had about the people that are violating our current ordinance. Can you guys take a look at that said that, you know, like, the

2536

03:57:33.130 --> 03:57:46.870

Cooper City Hall: big games. 22 people we. We have been making adjustments in staff schedules to have different times, to try to catch on to some of the people so like. For example, the park rancher had one set schedule. We adjusted schedule on Monday, Tuesday nights

2537

03:57:46.880 --> 03:57:49.640

Cooper City Hall: to try to apprehend some of the issues. We also have

2538

03:57:49.760 --> 03:57:57.890

Cooper City Hall: auto with some of the people who've been doing some of the activities issued them paperwork, saying, so, hey, this is the permit you need to get. This is what you need to get. We issue

2539

03:57:58.200 --> 03:58:08.799

Cooper City Hall: as far as I think. Last month it was like 60, some permits that was issued through rentals. Some are from schools, some are from other programs, but we issue permits all the time. It's just letting people know

2540

03:58:08.910 --> 03:58:21.289

Cooper City Hall: you have to have a permit to do this and catching them a lot of times again. It's pickup games. So there's no director organizer of a pickup game. If you ever went to a basketball court. Everybody shows up because they know this is where the good players are. We have a great feel.

2541

03:58:21.660 --> 03:58:24.760

Cooper City Hall: People show up because this is where the great field is.

2542

03:58:24.780 --> 03:58:36.449

Cooper City Hall: So I mean, I want to hand to you guys for building a great complex. But people gonna show up to it to want to play. And how do we stop pickup games? And we keep the we're we're trying to open for the community schedule the 5 year old.

2543

03:58:37.610 --> 03:58:42.550

Cooper City Hall: They they're they're going to bid already. It's 90'clock. No problem.

2544

03:58:42.940 --> 03:58:59.049

Cooper City Hall: Ordinance on second reading, item number 2823, 24. Thank you. Mayor City, Cooper City, Florida. Mending Ordinance number 2023 20, adopt 6.2 3. Play for the amended budget fiscal year 2023 24 for the city attached to.

2545

03:58:59.120 --> 03:59:03.649

Cooper City Hall: We'll bring you in fight for conflict, severability, and an effective dates of public Hearing

2546

03:59:04.120 --> 03:59:09.160

Cooper City Hall: commission. Catson has a motion. Do I have a second second by Commissioner Green, Commission, Catson.

2547

03:59:10.770 --> 03:59:13.500

Cooper City Hall: Commissioner Green. Mr. Charter.

2548

03:59:15.430 --> 03:59:17.450

Cooper City Hall: Mr. Malogen, all the vote.

2549

03:59:17.570 --> 03:59:24.960

Cooper City Hall: Commissioner Michael. Okay. Public hearing anyone here wishing to speak on this item, please step forward.

2550

03:59:25.300 --> 03:59:30.640

Cooper City Hall: hearing none. Anyone on virtual seeing none. Call the vote Commissioner Malzum

2551

03:59:31.720 --> 03:59:34.419

Cooper City Hall: Commissioner Katzmann, Commissioner Schroeder.

2552

03:59:34.430 --> 03:59:38.990

Cooper City Hall: Commissioner Green. Yes, Mayor Ross. Yes. moving on to city management.

2553

03:59:40.050 --> 03:59:55.220

Cooper City Hall: Thank you, Mayor. Just one item. I again. We already talked about the recommendation on the Mhwab being moved to to an action item in January. I just want to pause and say thanks so much to the team who helped with that solid waste, Rfp.

2554

03:59:55.410 --> 04:00:03.979

Cooper City Hall: Md. And Brandon and Kirk and Jacob. and then from our evaluation committee as well.

2555

04:00:04.130 --> 04:00:09.569

Cooper City Hall: Chief dig Giovanni and Budget Mike and Don to land from public works, and just

2556

04:00:09.890 --> 04:00:16.399

Cooper City Hall: really appreciate the efforts, and and very, very pleased with the outcomes

2557

04:00:16.600 --> 04:00:22.389

Cooper City Hall: Mayor. And then there's a time, that's all I have for this evening for you, and permission. Thank you. Any questions.

2558

04:00:22.400 --> 04:00:25.799

Cooper City Hall: Yes, man, would would it be possible for

2559

04:00:25.850 --> 04:00:27.799

Cooper City Hall: patients first put out

2560

04:00:27.970 --> 04:00:30.050

literature. alright

2561

04:00:32.630 --> 04:00:33.330

integration

2562

04:00:34.860 --> 04:00:35.630

scouts.

2563

04:00:37.130 --> 04:00:37.800

8.

2564

04:00:39.940 --> 04:00:41.150

Really emphasizing

2565

04:00:48.220 --> 04:00:52.490

Cooper City Hall: the only concern I would have. I want everyone to know about the change

2566

04:00:52.500 --> 04:00:56.059

Cooper City Hall: indicated telling about a discount

2567

04:00:57.620 --> 04:00:59.250

Cooper City Hall: any changes in

2568

04:00:59.980 --> 04:01:08.730

Cooper City Hall: what's being charged. Yeah, I can help you out with that. So because we're charging for that service, we cannot not charge that money and supplement that money. So it's gonna have to be good.

2569

04:01:13.270 --> 04:01:22.760

Cooper City Hall: And and and I would just say, if it's okay, Commissioner to your point, we definitely can. We can work on literature related to it. If it's okay, we'll we'll delay it to the second read.

2570

04:01:22.800 --> 04:01:26.549

Cooper City Hall: and then we'll also get into the actual rates. We'll have to come back.

2571

04:01:26.590 --> 04:01:32.520

Cooper City Hall: all of you, as as a separate additional discussion. But we're unable to charge more than actually cost us. Right?

2572

04:01:33.480 --> 04:01:50.560

Cooper City Hall: So II will just say, you know, some part of our discussion that we'll bring forward is is kind of looking at those rates, and there are specific areas where you could look, for instance, if we wanted to build a reserve specifically related to solid waste or something like that, but

2573

04:01:50.840 --> 04:01:56.109

Cooper City Hall: with at the in the interest of time. I'd love to show I'd love to know.

2574

04:01:56.830 --> 04:02:03.139

Cooper City Hall: Understand? We definitely will have. You know. We'll have to set those official rates, and we'll have that discussion up

2575

04:02:04.540 --> 04:02:05.360

Cooper City Hall: fair enough

2576

04:02:05.650 --> 04:02:26.950

Cooper City Hall: moving on city turning one quick item. And I mentioned earlier during the workshop that our office is currently monitoring a number of pending bills that have been filed in Tallahassee. There's one other item I wanted to put on your radar. As you're aware, we've had some conversation lately regarding the city's utility rates lead to 25% surcharge that we charge to customers outside of our borders with the permitted of Chapter 1 80 on State law.

2577

04:02:27.020 --> 04:02:36.840

Cooper City Hall: There's a bill that's been filed. Senate Bill 1 0 4, which, among other things, would eliminate municipalities, ability to charge that 25% surcharge.

2578

04:02:36.890 --> 04:02:43.359

Cooper City Hall: This bill has been filed in prior session, although it hasn't previously had a house companion. It now does have a House companion

2579

04:02:43.560 --> 04:02:49.789

Cooper City Hall: that that Bill's getting a little traction in Tallahassee. We're gonna continue to monitor it. Wanna make sure it is on your collective, rannel. That's all I have

2580

04:02:50.130 --> 04:02:53.900

Cooper City Hall: any questions of city attorney hearing none. Going back to City Manager.

2581

04:02:54.410 --> 04:03:14.090

Cooper City Hall: Where are my manners? I did also. It's my pleasure to introduce to the Commission in the back of the room Mr. Irwin Williams, our new finance director, next to Carlos. So we're delighted to have him on board, and again welcome Irwin and familiar face. You might see back there, hiding underneath the pictures on the laptop. Mr. Cabello, our new.

2582

04:03:14.110 --> 04:03:17.510

Cooper City Hall: your Director of Communications, and

2583

04:03:18.100 --> 04:03:21.400

Cooper City Hall: yeah, yes, and also

2584

04:03:21.700 --> 04:03:31.230

Cooper City Hall: Irwin's assistant finance director, Miss Tina grant it started this week as well, so we're delighted to have a full compliment in finance. And again, Irwin, welcome, welcome to the team!

2585

04:03:32.710 --> 04:03:34.290

Please have the kind of thoughts

2586

04:03:35.860 --> 04:03:39.790

Cooper City Hall: police chiefs report. Good evening. Wow! Wow!

2587

04:03:40.000 --> 04:03:42.590

Cooper City Hall: Good evening! And Mayor, Commissioner, City manager

2588

04:03:42.780 --> 04:03:50.509

Cooper City Hall: that presence that are with us, and that's been a long night for us. There's a few items in my report. I'd like to highlight just because of the importance of them.

2589

04:03:50.540 --> 04:04:00.849

Cooper City Hall: And then, if there's any specific questions I'd be happy to answer particularly when it comes to the public service announcements, and I will be sharing this with the Director of communication.

2590

04:04:00.900 --> 04:04:09.720

Cooper City Hall: but Embassy Creek just wanted to let you know they are having their jingle Bell jog event. Coming up on December 20 s, which is a Friday.

2591

04:04:09.760 --> 04:04:12.209

Cooper City Hall: My team will be assisting them with that

2592

04:04:12.250 --> 04:04:28.909

Cooper City Hall: temporary road closure along the southeast like boulevard, and putting out message boards and communications in advance for the residents on any alternate traffic patterns. So again, that's going to be on Friday, December 20. Second, their jingle bell jog at the Sea Creek elementary.

2593

04:04:29.310 --> 04:04:55.979

Cooper City Hall: I did want to. Let the Commission know that even though the stars grant has not actually rolled out officially, it will roll out officially in January we did put out pre communications with our hoas and our clergy and nonprofit partners, and we already have, several people who have submitted interest applications and have started the process. And we've actually completed site surveys.

2594

04:04:56.080 --> 04:04:58.859

Cooper City Hall: And so we have at least 5

2595

04:04:58.950 --> 04:05:05.510

Cooper City Hall: that have completed that process. So I just wanted to let you know that we are moving very quickly on that, and you already have

2596

04:05:05.550 --> 04:05:14.240

Cooper City Hall: a lot of interest from the public. and I'll keep you updated when that officially launches, and we will be working with the Director of Communication on that for January as well.

2597

04:05:14.640 --> 04:05:31.920

Cooper City Hall: I did want to let the Commission know that the Cop appreciation dinner last week went really well. I let them know on your behalf that you were so thankful for everything that they do for this community. I did want to let you know that. This year. We have

2598

04:05:31.930 --> 04:05:36.840

Cooper City Hall: seeing a increase in volunteerism in the program

2599

04:05:36.990 --> 04:05:44.030

Cooper City Hall: 2,816 h. That's almost 800 h more volunteer hours than last year.

2600

04:05:44.080 --> 04:06:04.580

Cooper City Hall: And when you look at that, at the average cost of a deputy sheriff on the Cooper City team, and you take that average cost and you multiply it by that 2816. It equates a hundred $34,000, 802 and 88 cents that has saved the Cooper City residents through volunteer

2601

04:06:04.640 --> 04:06:22.710

Cooper City Hall: cop programs that we are so thankful to them, I mean almost a hundred $35,000, if you would count that to the equivalent of a deputy sheriff out on the street, and and not just that, they save that money, but real cases that they have scared away burglars in our city.

2602

04:06:22.710 --> 04:06:38.820

Cooper City Hall: That we have commended them for and awarded them for so they really deserve that that dinner last week, and all the awards that they got, and just wanna give a special. Thank you to all of our Cla volunteers for what they do on behalf of the Public Safety Mission. Here in Cooper sitting

2603

04:06:39.720 --> 04:06:44.130

Cooper City Hall: I did want to just give a special

2604

04:06:44.360 --> 04:07:06.619

Cooper City Hall: happy Hanukkah and happy Christmas! Happy New Year to all of our residents. I know that we won't be meeting back until next year. But just to reassure the community that my team is going to be there for all those special events we have been. We have some more coming up this week that we'll be out there to ensure not just the safety of everybody, but that we're participating in the festivities as well.

2605

04:07:06.910 --> 04:07:23.709

Cooper City Hall: I do have one little email that I want to read to you, as you know, that we have our Santa letters going on with our police explorers. So last week we had our first delivery, and one of the mothers was so excited. The same day she sent us this note that same evening

2606

04:07:23.720 --> 04:07:35.910

Cooper City Hall: about what her daughter's response was, and she said, she's still got a huge smile on her face, and has read Santa letter already 3 times. I think she's a bit relieved to have made that nice list

2607

04:07:36.020 --> 04:07:39.349

Cooper City Hall: today was really a big day for me. She keeps saying.

2608

04:07:39.460 --> 04:07:50.699

Cooper City Hall: we thank each. We thank each of you sincerely for making such a happy Christmas Christmas memory for Leah and for us the Cooper City community is truly someplace special.

2609

04:07:50.720 --> 04:08:13.289

Cooper City Hall: And so that's just a reminder to our residents that Santa letters is still running throughout the rest of the week. You can check our Facebook page for more information, or the city's website Cooper City, Esl, or the city's website. You'll find that information. But we're happy to partner with you to help make your festivities this holiday season a little more special.

2610

04:08:13.310 --> 04:08:16.850

Cooper City Hall: and that concludes my report. Unless you have a specific question for me.

2611

04:08:17.040 --> 04:08:18.330

Cooper City Hall: Question to the chief

2612

04:08:18.980 --> 04:08:28.129

Cooper City Hall: hearing none, Chief, I just want to say thank you for extending the Commission's thanks to the COPI apologize. I did have a scheduling conflict.

2613

04:08:28.570 --> 04:08:31.170

Cooper City Hall: I did get there very, very late.

2614

04:08:31.720 --> 04:08:32.740

Cooper City Hall: but

2615

04:08:33.310 --> 04:08:36.859

Cooper City Hall: their work is certainly appreciated. I know you cannot quantify

2616

04:08:37.280 --> 04:08:40.270

Cooper City Hall: how many crimes been averted because of them.

2617

04:08:40.560 --> 04:08:41.980

Cooper City Hall: but I feel

2618

04:08:42.130 --> 04:08:45.639

Cooper City Hall: that they do a fantastic job, and I really do thank them for that.

2619

04:08:45.780 --> 04:08:53.000

Cooper City Hall:  A special shout out. You didn't mention him by name, but Rick Hodgson, I believe it's the one who started

2620

04:08:53.020 --> 04:08:57.699

Cooper City Hall: standard letter program and a special shout out to him, It's it's a winner.

2621

04:08:58.020 --> 04:09:00.620

Cooper City Hall: it really is, and so is he for doing it.

2622

04:09:00.670 --> 04:09:01.729

Cooper City Hall: Bring it up and

2623

04:09:02.010 --> 04:09:05.170

Cooper City Hall: executing and implementing the plan. Thank you very much.

2624

04:09:06.190 --> 04:09:08.020

Cooper City Hall: Glad I was able to make the dinner.

2625

04:09:08.080 --> 04:09:09.230

I gave my counter

2626

04:09:12.100 --> 04:09:14.979

Cooper City Hall: and, commissioner. Thank you for being there. I know that that was

2627

04:09:15.670 --> 04:09:18.319

Cooper City Hall: lift up for all of them. So thank you.

2628

04:09:19.400 --> 04:09:21.070

Cooper City Hall: Going on to the Fire Chief report

2629

04:09:26.700 --> 04:09:28.220

Cooper City Hall: evening, Mr. Mayor.

2630

04:09:28.590 --> 04:09:31.689

Cooper City Hall: City Manager Commissioners, staff and residents.

2631

04:09:32.340 --> 04:09:37.870

Cooper City Hall:  I'd like to let everyone know that the

2632

04:09:38.370 --> 04:09:46.330

Cooper City Hall: the hydrant design that Commissioner Malos started is continuing last week.

2633

04:09:46.690 --> 04:09:51.499

Cooper City Hall: We did some hydrants at Embassy Creek elementary.

2634

04:09:52.100 --> 04:10:00.410

Cooper City Hall: and this week we're going to be doing the hydrants in front of Franklin Academy weather pending.

2635

04:10:00.480 --> 04:10:03.700

Cooper City Hall: Believe the forecast is calling for rain, but

2636

04:10:03.980 --> 04:10:07.730

Cooper City Hall: we're still going to go ahead and try and get the hydrants painted this week.

2637

04:10:08.920 --> 04:10:13.849

Cooper City Hall: Last night Quint 28, and myself participated.

2638

04:10:14.210 --> 04:10:18.290

Cooper City Hall: and the lighting of the Menorah at

2639

04:10:19.250 --> 04:10:20.879

Cooper City Hall: Embassy Lakes

2640

04:10:21.470 --> 04:10:26.640

Cooper City Hall: and we also participated in

2641

04:10:26.700 --> 04:10:29.270

Cooper City Hall: a gill drop or coin. Drop

2642

04:10:29.770 --> 04:10:34.180

Cooper City Hall: that from the ladder. Truck itself from about 20 feet up.

2643

04:10:34.610 --> 04:10:43.999

Cooper City Hall: and it appeared that everybody had a great time. Commissioner Katzmann was there. and I agree with your recommendation that

2644

04:10:44.180 --> 04:10:48.259

Cooper City Hall: next year we should try and do it at Memorial Park

2645

04:10:48.610 --> 04:10:52.939

Cooper City Hall: for the Memorial lighting or the Manor lighting there.

2646

04:10:53.150 --> 04:10:57.470

Cooper City Hall:  We'll have to look around and find an area for the ladder truck.

2647

04:10:58.700 --> 04:11:01.640

Cooper City Hall: but I believe that's that's a great idea.

2648

04:11:03.410 --> 04:11:07.300

Cooper City Hall: This weekend is our our Santa visits

2649

04:11:07.640 --> 04:11:19.149

Cooper City Hall: for Saturday and Sunday. So we have Quint 28 and engine 28 will be going around to the residents homes with Santa Claus and the elves.

2650

04:11:20.470 --> 04:11:25.560

Cooper City Hall: and as in the past station, 32 will be covering Cooper City

2651

04:11:25.820 --> 04:11:28.839

Cooper City Hall: for all emergency calls at that point.

2652

04:11:29.430 --> 04:11:40.880

Cooper City Hall: We are also having an appreciation dinner for our cert members. We will be sending out an email letting them know the date and time

2653

04:11:41.150 --> 04:11:45.910

Cooper City Hall: looks like our appreciation. Dinner will be sometime in January

2654

04:11:48.080 --> 04:11:51.489

other than that. If there's any questions on the fire trees report

2655

04:11:54.330 --> 04:11:55.620

Cooper City Hall: questions of the jeep.

2656

04:11:57.170 --> 04:11:57.960

Cooper City Hall: Thank you.

2657

04:11:59.080 --> 04:12:02.079

Cooper City Hall: Moving on to the Commission of concerns. Commission of Green.

2658

04:12:03.250 --> 04:12:16.429

Cooper City Hall: Thank you, Mayor Ross. I wanted to echo sentiments of the City manager, welcoming the finance director to the city of Cooper City. We're so like grateful and delighted to have you here look forward to working with you.

2659

04:12:16.550 --> 04:12:21.719

Cooper City Hall: and I also wanted to. Thank Captain D. Giovanni and detective needs

2660

04:12:21.730 --> 04:12:29.300

Cooper City Hall: last week or the week before I've reached out to Captain D. Giovanni and asked him

2661

04:12:29.700 --> 04:12:33.950

Cooper City Hall: if I could bring a gentleman by the crime.

2662

04:12:34.340 --> 04:12:36.119

Cooper City Hall: The Real Time Crime Center.

2663

04:12:36.140 --> 04:12:41.610

Cooper City Hall: Mr. Jason Grossman, from the Orthodox Union Jewish organization.

2664

04:12:41.720 --> 04:12:46.600

Cooper City Hall: Captain Dee, Giovanni and detective deed deeds.

2665

04:12:46.940 --> 04:12:47.740

Yeah, this

2666

04:12:48.090 --> 04:12:49.300

Cooper City Hall: sergeant. Okay.

2667

04:12:49.520 --> 04:12:59.780

Cooper City Hall: provided the individual with some great information. He was very impressed. He sent an email to me. just wanted me to thank you all publicly. He was completely impressed

2668

04:12:59.870 --> 04:13:04.749

Cooper City Hall: with you, Sergeant, and real-time Crime Center. So thank you so much for that.

2669

04:13:04.790 --> 04:13:12.559

Cooper City Hall: And then finally, Mayor, just want to wish everyone those those residents that that celebrate Hanukkah. I know that we're in the Hanoku

2670

04:13:15.840 --> 04:13:16.700

Cooper City Hall: nights.

2671

04:13:16.940 --> 04:13:20.470

Cooper City Hall: I think it it culminates, it finishes on the fifteenth. So

2672

04:13:20.480 --> 04:13:23.630

Cooper City Hall: happy, Hanukkah! To all of our Jewish residents here.

2673

04:13:23.990 --> 04:13:29.530

Cooper City Hall: Certainly a merry Christmas to those that that recognize Christmas. That's all I have. Thank you.

2674

04:13:29.700 --> 04:13:30.789

Cooper City Hall: Yeah. Unhappy noon.

2675

04:13:31.840 --> 04:13:33.020

Cooper City Hall: Mr. Schrader.

2676

04:13:40.140 --> 04:13:44.330

Cooper City Hall: you very much. Commissioner. Get. He yields his time to me.

2677

04:13:45.060 --> 04:13:53.760

Cooper City Hall: I wanna thank the procurement team. I know it's been said, but I don't think I said it earlier. For the

2678

04:13:54.020 --> 04:13:57.089

Cooper City Hall: really thorough job on the solid waste

2679

04:13:57.380 --> 04:13:58.460

Cooper City Hall: process.

2680

04:13:58.720 --> 04:14:04.529

Cooper City Hall: I also want to thank waste management for being a great partner

2681

04:14:04.600 --> 04:14:08.610

Cooper City Hall: my vote tonight was in support of our.

2682

04:14:08.680 --> 04:14:13.369

Cooper City Hall: you know, residents and saving money for the same level of service.

2683

04:14:13.420 --> 04:14:20.079

Cooper City Hall: I particularly want to thank Andres, who has been a great partner there, though, and and I'm sure we'll see him around in the community.

2684

04:14:20.330 --> 04:14:31.010

Cooper City Hall:  the to echo Chief Harrington's Point. I want to thank you and your team as well as Captain D. Giovanni and your team for being there last night at Embassy Lakes. It was a

2685

04:14:31.160 --> 04:14:34.309

Cooper City Hall: great event lighting the Menorah.

2686

04:14:34.320 --> 04:14:37.589

Cooper City Hall: and I can't wait for you all to see. The next year, when we.

2687

04:14:37.720 --> 04:14:42.269

Cooper City Hall: when the the fire service drops the gelt from the ladder. It's pretty cool.

2688

04:14:42.440 --> 04:14:44.940

Cooper City Hall: Wait you, said Latter. Right? Yeah.

2689

04:14:45.200 --> 04:14:58.730

Cooper City Hall:  And there's another manor lighting. If you miss last night, or if you just can't get enough in Rock Creek you know the clubhouse. So I'm on out and grab by Shmuley for organizing that.

2690

04:14:58.770 --> 04:15:04.639

Cooper City Hall: And last of all, just happy holidays, everybody, and thank you. Thank the team for their hard work and enjoy.

2691

04:15:05.040 --> 04:15:06.540

Cooper City Hall: Thank you, Commissioner Malogen.

2692

04:15:08.810 --> 04:15:11.350

Cooper City Hall: So everybody has a happy Hanukkah or Christmas

2693

04:15:11.550 --> 04:15:16.780

Mayor Wanda council. I may have missed Joanne.

2694

04:15:18.780 --> 04:15:23.659

Cooper City Hall: You! I, too, wish everyone happy holidays, whatever you celebrate.

2695

04:15:24.080 --> 04:15:27.609

Cooper City Hall: and I do want to give another shout out to

2696

04:15:27.840 --> 04:15:30.669

Cooper City Hall: what was the class act you just saw leaving

2697

04:15:31.660 --> 04:15:32.829

Cooper City Hall: waste management.

2698

04:15:33.190 --> 04:15:39.030

Cooper City Hall: They have done an outstanding job. and I do believe that it's not

2699

04:15:39.080 --> 04:15:41.410

Cooper City Hall: last that we will have heard from that.

2700

04:15:42.630 --> 04:15:44.000

Cooper City Hall: Having said that.

2701

04:15:44.160 --> 04:15:50.379

Cooper City Hall: I will open it up to public comments, and I know that Anthony Belodus has been waiting.

2702

04:15:50.600 --> 04:15:53.430

Cooper City Hall: Have you pronounced it collage?

2703

04:15:53.540 --> 04:15:55.390

Cooper City Hall: It's been waiting patiently.

2704

04:16:00.210 --> 04:16:01.349

Cooper City Hall: Good evening.

2705

04:16:01.440 --> 04:16:04.970

Cooper City Hall: May, or us. Good evening to the different Commissioners.

2706

04:16:05.410 --> 04:16:12.580

Cooper City Hall: My name is Anthony Solas have been leading in for the past 15 years.

2707

04:16:13.490 --> 04:16:16.419

Cooper City Hall: I live in the area

2708

04:16:17.060 --> 04:16:21.629

Cooper City Hall: where you just change that zoning from E 2 to E one.

2709

04:16:23.050 --> 04:16:28.709

Cooper City Hall: and I tried to make some comment in the public section.

2710

04:16:29.170 --> 04:16:36.000

Cooper City Hall: and that time that were to sign for it one. Fortunately I'm very new here on foot, and I could not fully.

2711

04:16:36.160 --> 04:16:37.920

Cooper City Hall: I didn't fully understand

2712

04:16:38.370 --> 04:16:44.669

Cooper City Hall: and understood the process, and the meeting move on very quickly. So I have to wait.

2713

04:16:45.660 --> 04:16:55.369

Cooper City Hall:  I have to say that when I came down here to Cooper City I moved from Boston after my training.

2714

04:16:55.790 --> 04:17:03.549

Cooper City Hall: I was amazed to see that part of the city where I live. It's a very pristine area.

2715

04:17:03.940 --> 04:17:05.420

Cooper City Hall: Like

2716

04:17:05.430 --> 04:17:09.060

Cooper City Hall: you are in the middle of modern nature, in the city.

2717

04:17:09.450 --> 04:17:15.910

Cooper City Hall: very unique. And most of the time people who happen to get into this area.

2718

04:17:16.300 --> 04:17:21.410

Cooper City Hall: But they say, Wow, we did not know this existing.

2719

04:17:23.060 --> 04:17:28.129

Cooper City Hall: And I have to say, I'm starting to see some changes.

2720

04:17:29.620 --> 04:17:37.200

Cooper City Hall: And I'm seeing houses that being built to me for my opinion.

2721

04:17:37.710 --> 04:17:43.029

Cooper City Hall: feed more to southwest ranches than in this area.

2722

04:17:43.370 --> 04:17:47.739

Cooper City Hall: This is an area which is quite agricultural in a way.

2723

04:17:48.010 --> 04:17:53.710

Cooper City Hall: and houses, or somehow country type of houses.

2724

04:17:54.800 --> 04:18:02.550

Cooper City Hall: and I'm starting to see fences that are completely opaque, almost an insult to modern nature.

2725

04:18:03.800 --> 04:18:10.300

Cooper City Hall:  I understand there was a vote of 4 to one, so

2726

04:18:10.530 --> 04:18:11.890

Cooper City Hall: what is we vote?

2727

04:18:12.980 --> 04:18:17.190

Cooper City Hall: But I would like to express a concern

2728

04:18:17.360 --> 04:18:20.919

Cooper City Hall: and let everybody understand that.

2729

04:18:21.680 --> 04:18:24.359

Cooper City Hall: Yes. you have money.

2730

04:18:24.840 --> 04:18:26.990

Cooper City Hall: You have to like, buy

2731

04:18:28.530 --> 04:18:33.540

Cooper City Hall: and build. but sometime you may.

2732

04:18:34.110 --> 04:18:41.059

Cooper City Hall: by, at the expense of what people already bought in the past.

2733

04:18:42.710 --> 04:18:47.220

Cooper City Hall: and as the demographic pressure is

2734

04:18:47.820 --> 04:18:52.510

Cooper City Hall: going to be most likely heavier with time.

2735

04:18:53.640 --> 04:18:59.589

Cooper City Hall: I'm anticipating that what I saw tonight may be a lipid.

2736

04:18:59.960 --> 04:19:07.210

Cooper City Hall: For example, there is a 10 acre is in front of that property. Thank you. And you can finish up.

2737

04:19:08.400 --> 04:19:13.550

Cooper City Hall: I and I would suggest that there must be a balance, because

2738

04:19:14.680 --> 04:19:16.909

Cooper City Hall: what make Cooper City

2739

04:19:17.370 --> 04:19:24.889

Cooper City Hall: an interesting city. What makes people move in is because is different than the other cities is unique.

2740

04:19:24.960 --> 04:19:29.990

Cooper City Hall: and if you lose that we all lose. Thank you.

2741

04:19:30.800 --> 04:19:37.589

Cooper City Hall: Merry Christmas and happy Anuka, happy alludes to everybody, and thank you for your work. Thank you.

2742

04:19:38.140 --> 04:19:41.629

Cooper City Hall: Anyone else wishing to speak here in City Hall going on

2743

04:19:43.040 --> 04:19:44.040

Cooper City Hall: of a motion.

2744

04:19:46.090 --> 04:19:46.950

Cooper City Hall: Good night.

2745

04:19:49.250 --> 04:19:50.000

Cooper City Hall: Got it? Okay?

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** Resolution 24-01 (Utilities)

**DATE:** January 9, 2024

**DESCRIPTION:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AND SEWER DEVELOPER'S AGREEMENT WITH THOMAS SUMMERS FOR 5 WATER ERCs AT A TOTAL COST OF $8,981.87, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends approval of the Water and Sewer Developer's Agreement for five (5) Equivalent Residential Connections (ERCs) with Thomas Summers, Owner of his property located at 6125 Stallion Way, Southwest Ranches.

**BACKGROUND OF ITEM:**
Thomas Summers, Owner, is developing his property located at 6125 Stallion Way in the Town of Southwest Ranches and is requesting a water connection for a total of five (5) ERCs. Mr. Summers shall be responsible for all costs of construction and connection. Extension of the water line would be within the public right-of-way and does not require dedication of easement or any utility infrastructure.

The fourth (4th) attachment to this staff report shows City's existing water distribution main line in the immediate vicinity of the aforementioned property along Stirling Road but in the Non-Serviced Area of the Broward County's Water Treatment Service Boundaries. Non-Serviced Area is defined as one where no specific Utility has been assigned to serve the public desirous of seeking connections. Since Cooper City has been servicing certain pockets of the Non-Serviced Area for few years, it becomes, by default, the servicing Utility after approval from the governing board of the jurisdiction. The Town of Southwest Ranches, through the passage of their Resolution No. 2023-057, has granted this approval.

**ANALYSIS**
City is the owner of the Utility system along Stirling Road and provides water distribution services. The system has sufficient capacity to support this request.

**FISCAL IMPACT:**
Thomas Summers has deposited with the City, a check in the total amount of $8,981.87, which includes a 25% surcharge as calculated below.

| | |
|---|---|
| Water: $1,389.10 x 5 ERCs | = $ 6,945.50 |
| Deposit: | = $ 240.00 |
| 25% surcharge ($7,185.50) | = $ 1,796.37 |
| **TOTAL:** | **$ $ 8,981.87** |

| General Ledger Acct. Number | Budgeted Amount | Requested Amount | Remaining Amount |
|---|---|---|---|
| 450-000-366700-366 | 0.00 | N/A | N/A |

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. Resolution 24-01
2. Water & Sewer Agreement, including legal description and plan
3. Southwest Ranches Approval Resolution No. 2023-057 with cover letter
4. Service Area Boundary Map
5. Copy of Deposit Check

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | *FINANCIAL IMPACT: For... | 12/19/23 08:30 AM |
| Allen, Tedra | Assigned to Finance Director | COMPLETE: Forward to ... | 12/22/23 03:27 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/28/23 01:34 PM |
| | *The staff report has been revised to confirm that there is no dedication of infrastructure or easements. Please ensure that the updated staff report is included.* | | |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/29/23 11:27 AM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End W... | 01/04/24 11:24 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:18 AM |

**RESOLUTION NO. 24-1**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AND SEWER DEVELOPER'S AGREEMENT WITH THOMAS SUMMERS FOR FIVE (5) WATER ERCs AT A TOTAL COST OF $8,981.87, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Cooper City ("CITY") is the owner of the Utility system and provides water distribution and sewage collection services ("SERVICES"); and

**WHEREAS,** Thomas Summers, hereinafter called "OWNER," is requesting 5 Equivalent Residential Connections ("ERCs") located at 6125 Stallion Way in the Town of Southwest Ranches for water service only; and

**WHEREAS,** Section 19-107 of the City Code requires the OWNER to execute a Water and Sewer Developer's Agreement, attached hereto as Exhibit A, and pay contribution charges to the CITY before the SERVICES could be provided; and

**WHEREAS**, the contribution charges for five (5) water ERCs shall be $8,981.87, including 25% surcharge as shown in Exhibit A; and

**WHEREAS,** The Town of Southwest Ranches has approved this connection as evidenced by their Resolution No. 2023-057, attached hereto and made a part of this Resolution; and

**WHEREAS**, the Utilities Director/City Engineer recommends approval of Water and Sewer Developer's Agreement with the OWNER for five (5) water ERCs for a total cost of $8,981.87; and

**WHEREAS**, the City Commission finds that approving and authorizing the aforementioned Water and Sewer Developer's Agreement with the OWNER for five (5) water ERCs are in the best interests of the citizens and residents of the City of Cooper City.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1: Recitals Adopted.** That each of the above recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

**Section 2**: That the City Commission hereby approves and authorizes the Water and Sewer Developer's Agreement with the OWNER for five (5) water ERCs at a total cost of $8,981.87, attached hereto as Exhibit "A" and made a part hereof by this reference.

**Section 3:** That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

**Section 4: Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 5: Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 5: Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED this _____day of _____,2024.**

_____
GREG ROSS
Mayor

ATTEST:

_____
RYAN EGGLESTON
City Manager

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross _____
Commissioner, Green _____
Commissioner, Shrouder _____
Commissioner, Katzman _____
Commissioner, Mallozzi _____

APPROVED AS TO LEGAL FORM:

_____
Jacob G. Horowitz
City Attorney

# WATER AND SEWER SERVICE AGREEMENT FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

**FOR:** Thomas H Summers Jr
(NAME OF OWNER)

**LOCATION:** 6125 Stallion Way, Southwest Ranches, FL 33330

---

**THIS AGREEMENT** effective this ____day of _____, 20_____, is made and entered into by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Thomas H Summers Jr, an individual/ or commercial customer with a property address of 6125 Stallion Way, Southwest Ranches, FL 33330 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

## W I T N E S S E T H:

**WHEREAS**, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

**WHEREAS**, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

**WHEREAS**, the PROPERTY is located in the TOWN; and

**WHEREAS**, OWNER desires to procure water or sewage disposal service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

**WHEREAS**, Section 180.19, F.S., authorizes a municipality to provide water or sewer services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

**WHEREAS**, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

**WHEREAS**, the Cooper City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20_____; and

**WHEREAS**, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 22, 2023.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

**PART I - DEFINITIONS**

A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.

C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

**PART II - OWNER'S OBLIGATIONS**

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential 5 # ERC's @ $1,389.10 Per ERC, plus deposit $240.00, and 25% surcharge $1,796.37 for a total of $8,981.87
Total ERC's 5 (WATER)

CONTRIBUTION (SEWER)

Non-Residential .....# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of Eight Thousand Nine Hundred and Eighty One dollars and eighty seven cents

$8,981.87 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

**PART III. - MUTUAL COVENANTS**

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service or sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water distribution service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

M. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

## PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:
Thomas H Summers Jr

6125 Stallion Way

Southwest Ranches, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

## PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

**SIGNATURE PAGES FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year indicated below:

**CITY OF COOPER CITY:**

ATTEST: BY: _____
MAYOR GREG ROSS

_____ DATE: _____
CITY CLERK

Approved as to legal form: BY:_____
CITY MANAGER

_____
CITY ATTORNEY DATE: _____

STATE OF FLORIDA )
COUNTY OF BROWARD ) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____day of _____. 20____.

_____
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**OWNER:**

BY: THOMAS H SUMMERS JR

NAME: _____

DATE: 5/11/2023

STATE OF FLORIDA )
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of May, 2023, by Thomas H. Summers Jr. (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced Drivers License as identification.

WITNESS my hand and official seal, this 11th day of May, 2023.

Danielle Caban
NOTARY PUBLIC STATE OF FLORIDA
Danielle Caban.

My commission expires:

DANIELLE CABAN
Notary Public - State of Florida
Commission # HH 307722
My Comm. Expires Oct 29, 2026
Bonded through National Notary Assn.

{00509773.3 3451-0000000}

**THE TOWN OF SOUTHWEST RANCHES**

ATTEST:

CITY CLERK

BY: _____
STEVE BREITKREUZ

TITLE: MAYOR

DATE: June 22, 2023

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA )
COUNTY OF BROWARD ) SS

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20____, by _____ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this _____day of _____, 20____.

_____
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

LOT 2, OF "LANDMARK AT STERLING RANCHES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE 14, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 15 FEET THEREOF, AND LESS AND EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE SOUTH 89°43'19" WEST, ALONG AN EASTERLY BOUNDARY OF SAID LOT 2, A DISTANCE OF 28.41 FEET; THENCE NORTH 01°51'08" WEST, ALONG THE EASTERLY LINE OF THAT CERTAIN 50 FOOT PRIVATE INGRESS/EGRESS & DRAINAGE EASEMENT, AS SHOWN ON SAID PLAT, A DISTANCE OF 0.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID EASEMENT AND THE ARC OF SAID CURVE HAVING A RADIUS OF 108.00 FEET, A CENTRAL ANGLE OF 42°30'49", AND AN ARC LENGTH OF 80.14 FEET; THENCE SOUTH 01°51'39" EAST, ALONG A NON-TANGENT LINE BEING THE EASTERLY BOUNDARY OF SAID LOT 2, A DISTANCE OF 74.45 FEET TO THE POINT OF BEGINNING.

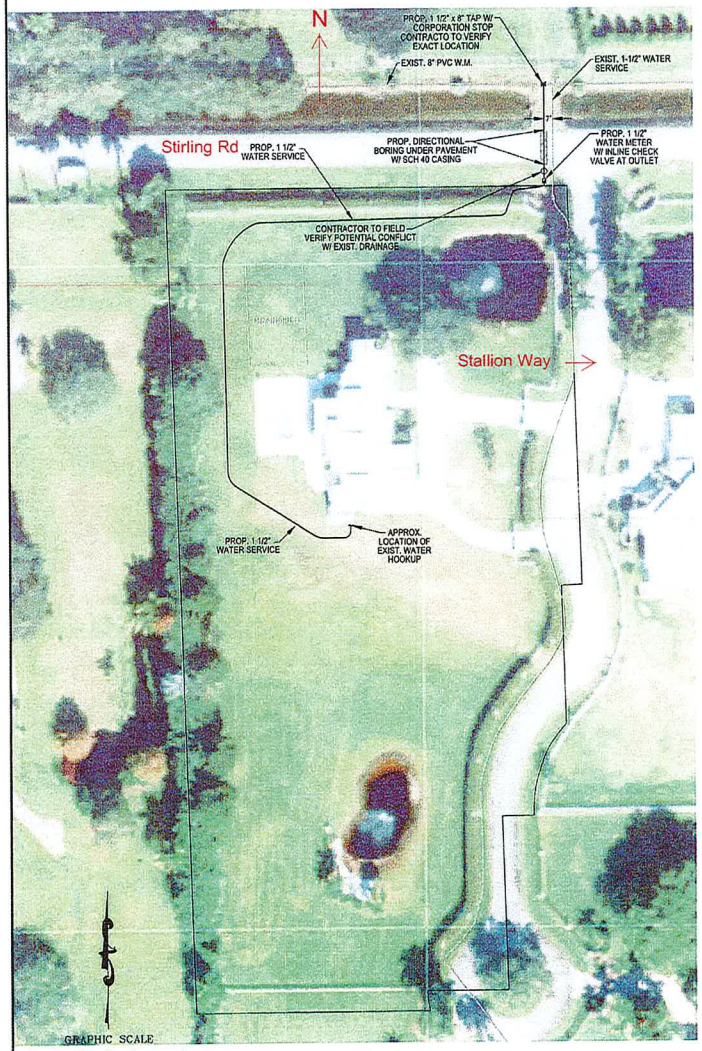
TOGETHER WITH:

A PORTION OF THE NORTH 16.00 FEET OF LOT 3, OF" LANDMARK AT STERLING RANCHES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE 14, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

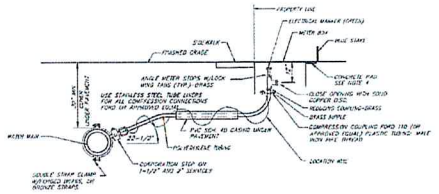
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE NORTH 89°43'19" EAST ALONG THE NORTH LINE OF SAID LOT 3, ALSO BEING THE SOUTH LINE OF SAID LOT 2 FOR 183.43 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PRIVATE INGRESS/EGRESS & DRAINAGE EASEMENT, AS SHOWN ON SAID PLAT, BEING A POINT ON THE ARC OF A CIRCULAR NON-TANGENT CURVE CONCAVE EASTERLY, THE LASTS DESCRIBED LINE BEING RADIAL TO SAID CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 14°28'39", FOR AN ARC DISTANCE OF 16.17 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°43'19" WEST ALONG A LINE LYING 16.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE AND SOUTH LINE 185.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 01°50'37" WEST ALONG SAID WEST LINE 16.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

Exhibit B

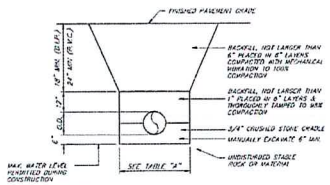



PLAN
1"=40'




NOTES:
1. FOR 1-1/2" SERVICE OR LARGER, PROVIDE FLANGED END FOR METER CONNECTION
2. 1-1/2" SINGLE SERVICE
3. WHEN METER IS LOCATED IN UNPAVED AREA, INSTALL CONCRETE PAD AROUND METER BOX. CONCRETE PAD TO EXTEND 8 INCHES AROUND METER BOX AT ALL DIRECTIONS. CONCRETE PAD TO BE 6 INCHES THICK W/ (2) #5 REBAR.
4. METER BOX SHALL BE LOCATED OUTSIDE OF TRAFFIC PATH IN THE PROPERTY'S INGRESS AND EGRESS ENTRANCEWAY.

TYPICAL WATER SERVICE
SCALE: NONE



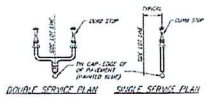

NOTES:
1. MAXIMUM DENSITY DETERMINED BY AASHTO T-99
2. MAXIMUM DEPTH TO BOTTOM OF PRESSURE MAINS SHALL NOT EXCEED SIX (6) FEET UNLESS OTHERWISE APPROVED BY THE UTILITIES DEPT.

TABLE "A"

| PIPE SIZE | DEPTH OF BACKFILL AT WHICH TRENCH WIDTH IS TO BE LIMITED | MAX. TRENCH WIDTH |
|---|---|---|
| 6" | 15" | 3'-0" |
| 10" | 12" | 3'-0" |
| 12" | 12" | 3'-3" |
| 15" | 12" | 3'-6" |
| 18" | 12" | 3'-9" |

DIMENSIONS SHOWN APPLY TO ALL FOUNDATION

TRENCH WATER AND SEWER TRENCH DETAIL
SCALE: NONE




NOTES:
1. THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE STIRLING ROAD RIGHT OF WAY. THIS LOCATION WILL ALLOW FOR FUTURE SIDEWALK INSTALLATION AND PROTECT THE METER AND BOX FROM OFF ROAD TRAFFIC LOAD-BEARING.
2. INSTALL 2" GALVANIZED STEEL GUARD POSTS ON THE BACK EDGE OF METER BOX, SET IN CONCRETE AND FILLED WITH CONCRETE, WITH A LIGHT REFLECTIVE YELLOW COATING (FIELD CALL AND ONLY AS-NEEDED)

## LEGEND:

| | |
|---|---|
| BCR | BROWARD COUNTY RECORDS |
| DCR | DADE COUNTY RECORDS |
| PB | PLAT BOOK |
| PG | PAGE |
| ORB | OFFICIAL RECORDS BOOK |
| ℄ | CENTERLINE |
| R/W | RIGHT-OF-WAY |
| SEC | SECTION |
| U.E. | UTILITY EASEMENT |
| CWE | CONTROL WATER ELEVATION |
| CBS | CONCRETE BLOCK STRUCTURE |
| WPP | WOOD POWER POLE |
| CLP | CONCRETE LIGHT POLE |
| ANC | ANCHOR |
| TYP | TYPICAL |
| | FIRE HYDRANT |
| | GATE VALVE |
| | WATER METER |
| | PAVEMENT RESTAURATION |

Cooper City Utilities
APPROVED

THE ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

ENGINEER'S SEAL NOT VALID WITHOUT ORIGINAL SIGNATURE

THIS ITEM HAS BEEN ELECTRICALLY SIGNED AND SEALED BY JEFFREY SANDIN, P.E. ON THE DATE ADJACENT TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY A 3rd PARTY CERTIFICATE AUTHORITY ON ANY ELECTRONIC COPY. FAC 61G15-23.004. THIS SIGNATURE IS AUTHORIZED BY ISC CA 1

SHEET TITLE
WATER SERVICE PLAN

REVISIONS

PILLAR CONSULTANTS, INC.
Consulting Engineers, Planners, Surveyors
5230 S. University Drive – Suite 104
Davie, Florida 33328
Phone: (954) 680-6533
P.E. # 70946

SUMMERS RESIDENCE
6125 STALLION WAY
SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

SCALE: 1"=40'
DATE: 08/07/23
DRAWN BY: JMP
SHEET No.
C-1
23060

**Town of Southwest Ranches**
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

**Steve Breitkreuz,** *Mayor*
**Jim Allbritton,** *Vice Mayor*
**Bob Hartmann,** *Council Member*
**Gary Jablonski,** *Council Member*
**David Kuczenski, Esq.,** *Council Member*

**Andy Berns,** *Town Administrator*
**Russell Muñiz,** *Assistant Town Administrator/Town Clerk*
**Keith M. Poliakoff,** *Town Attorney*
**Emil C. Lopez,** *Town Financial Administrator*

June 28, 2023

City of Cooper City
Raj Verma – Utilities Director
11791 SW 49th Street
Cooper City, FL 33330

Re: Water Agreement – 6125 Stallion Way, Southwest Ranches, FL 33330

Dear Mr. Verma,

Enclosed please find three (3) partially executed agreements for 6125 Stallion Way, Southwest Ranches, FL 33330 along with a certified copy of Resolution No. 2023-057.

Upon execution, please send back two (2) fully executed originals to my attention to the address above.

If you require further assistance or information, please do not hesitate to contact me.

Sincerely,

Debra Ruesga, CMC
Deputy Town Clerk

**RESOLUTION NO. 2023-057**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6125 STALLION WAY, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Thomas H. Summers Jr. ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS,** Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

**WHEREAS,** the City of Cooper City, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

**WHEREAS,** the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

**WHEREAS,** the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

**WHEREAS,** Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:**

**Section 1:** Recitals. The above recitals are true and correct and are incorporated herein by this reference.

**Section 2:** The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 6125 Stallion Way, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

**Section 3.** A certified copy of this Resolution shall be provided to the City of Cooper City.

**Section 4.** Effective Date. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of June, 2023 on a motion by Vice Mayor Kuczenski and seconded by Vice Mayor Hartmann.

| | | | |
|---|---|---|---|
| Breitkreuz | Yes | Ayes | 5 |
| Allbritton | Yes | Nays | 0 |
| Hartmann | Yes | Absent | 0 |
| Jablonski | Yes | Abstaining | 0 |
| Kuczenski | Yes | | |

Steve Breitkreuz, Mayor

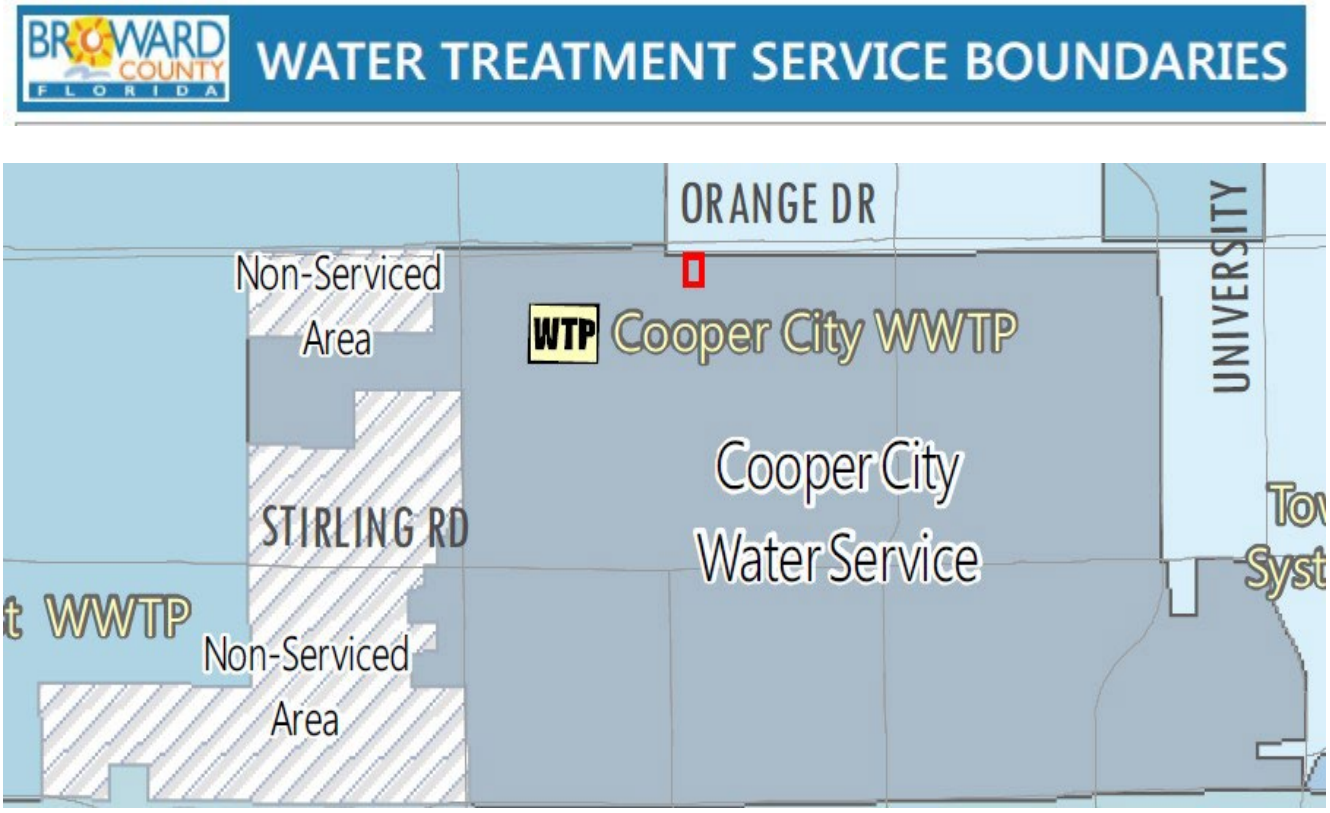
Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

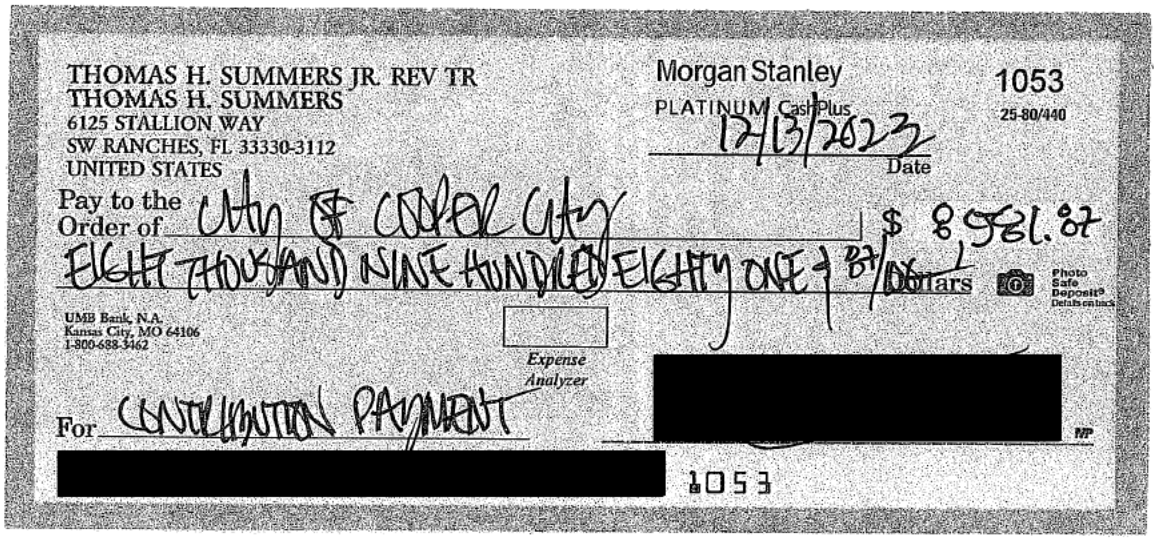
Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2337.01

CERTIFICATION
I certify this to be a true and correct copy of the record.
WITNESSETH my hand and official seal of the Town of Southwest Ranches, Florida
this 26 day of June, 2023
Deputy Town Clerk



Cooper City's Existing Water Distribution Main in Southwest Ranches' Non-Serviced Area



THOMAS H. SUMMERS JR. REV TR
THOMAS H. SUMMERS
6125 STALLION WAY
SW RANCHES, FL 33330-3112
UNITED STATES

Morgan Stanley
PLATINUM CashPlus

1053
25-80/440

12/13/2023
Date

Pay to the Order of CITY OF COOPER CITY $ 8,981.87

EIGHT THOUSAND NINE HUNDRED EIGHTY ONE & 87/100 Dollars

Photo Safe Deposit® Details on back

UMB Bank, N.A.
Kansas City, MO 64106
1-800-638-3462

Expense Analyzer

For CONSTRUCTION PAYMENT

[redacted]

[redacted]

1053

CITY OF Cooper City
Someplace Special

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-03 to Hazen & Sawyer in the amount not to exceed $73,719 for construction oversight services on an as-needed basis for the Effluent Pump and VFD Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order (TO) 2023-03 to Hazen & Sawyer (Hazen) in the amount not to exceed $73,719.00 for additional construction oversight services on an as-needed basis for the Effluent Pump and VFD Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder.

**BACKGROUND OF ITEM:**

As the design engineers, Hazen is most familiar with the details of the project and best suited to answer questions from the contractor (and offer solutions) and supervise installation of the new membranes on an as-needed basis. Hazen's original TO, 2021-04, relied on certain services to be done by in-house staff employed at that time. However, due to transition and retirement of key personnel, the responsibility to complete the project has now shifted to the consultant. They will take the project through the closeout.

Construction oversight services, also known as CEI (construction, engineering and inspection), typically run between 8% to 12% of the construction cost. Together with the left over amount of $9,041.35 from the original TO, 2021-04, the total oversight services, on an as-needed basis, are estimated to be $82,760.35. The lowest bid received is $770,900 from Global Tech.

Hazen is one of the three (3) consultants selected through City's RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2) (g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for professional services for each individual study in an amount not to exceed $500,000 without any additional competition.

**FISCAL IMPACT:**

Hazen's Task Oder 2023-03 will be funded entirely by the ARPA funds and will be available after the bid is awarded by the Commission. Please note that the Effluent Pump Replacement Project was underfunded in the original ARPA estimate of $250,000. Therefore, additional funds would have to be added to complete this Project.

| General Ledger Acct. Number | Budgeted Amount | Prior Requested Amount | New Request Amount | Remaining Amount |
|---|---|---|---|---|
| 110-160-563435-536-WWTPE | $250,000.00 | $132,809.30 | $73,919.00 | $43,271.70 |

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-03 with Cost Proposal
2. Original Professional Agreement with Hazen and Sawyer
   https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2lKHNLxFgqshI03N4o8BEZz9bvzoFNyyndHVeB7hcw?e=Rfd2k0
3. Vendor Compliance
4. Hazen & Sawyer Continuing Services Agreement

**Workflow History**

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/19/23 08:26 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to City Clerk | 12/22/23 02:59 PM |
| | *Email sent to H&S for confirmation on their hourly rates that are reflected on the Task Order since there has been an increase, with an exception to one. According to the docs, the rates should be fixed for the initial term unless there was some approval that I requested from H&S.* | | |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 10:14 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to City Clerk | 12/29/23 10:48 AM |
| | *I uploaded an updated Word File with the fiscal impact section updated. It's the Word Document that ends with "w Fiscal Impact".* | | |
| Allen, Tedra | Assigned to City Clerk | Route to Attorney | 12/29/23 11:10 AM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to City Manager | 12/29/23 11:21 AM |
| | *Can we also add the existing H&S continuing services contract as additional back-up for this item?* | | |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to City Clerk | 12/29/23 11:25 AM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Workflow | 01/04/24 11:24 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:21 AM |

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

# EXHIBIT A
# CITY OF COOPER CITY
## EFFLUENT PUMP AND VFD REPLACEMENT –
### CONSTRUCTION OVERSIGHT ASSISTANCE AS-NEEDED
## TASK ORDER NO. 2023-03
## SCOPE OF SERVICES
## DECEMBER 15, 2023

## PROJECT BACKGROUND

Cooper City (CITY) is presently bidding the effluent pump replacement for construction at the wastewater treatment plant (WWTP). Hazen and Sawyer (CONSULTANT) designed the effluent pump replacement project and had limited services related to assisting the CITY with the construction of this project (primarily, reviewing the pump shop drawing). The CITY originally intended to provide construction oversight through CITY staff; however, the CITY presently does not have resources available to oversee construction. As such, the CITY requested the CONSULTANT prepare a separate scope of services through which the CITY could fund additional services during construction beyond what was included in the original scope.

The below scope is intended to allow CONSULTANT to provide additional oversight services on an as-requested basis up to the limits of this task order.

## SCOPE OF SERVICES

The CITY has requested CONSULTANT provide these services as detailed in the following scope of work.

### TASK 1 – ADDITIONAL CONSTRUCTION OVERSIGHT ASSISTANCE

CONSULTANT shall provide assistance to the CITY on an as-needed basis up to the limits of this task. Construction services provided under this task may include, but are not limited, to the following:

- Logging and distributing shop drawings for review
- Shop drawing review (beyond review of the pump shop drawing in original scope)
- Preparation of responses to requests for information (RFIs) from the contractor
- Preparation of requests for proposals (RFPs) from the contractor
- Review of contractor's proposed change orders (COs)
- Review of contractor's monthly pay applications
- Communications with contractor, CITY, permit agencies, etc

- Meeting attendance and documentation
- Periodic construction observations
- Engineer of Record Site Visits
- Record drawing preparation

**ASSUMPTIONS**

The following assumptions were made in preparation of the level of effort associated with the described scope:

1. CONSULTANT shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor, or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
2. CONSULTANT shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.
3. If CONSULTANT's budget is expended, CITY will either 1) continue overseeing project with CITY staff or 2) provide additional funding for CONSULTANT to continue providing oversight services.

**SCHEDULE**

The services will be provided over an approximate one year period.

**COMPENSATION**

Compensation shall be made to CONSULTANT for a total amount of $73,719 as summarized below. CONSULTANT will bill hourly for services up to the limits of this task order.

| Task | Description | Compensation Type | Estimated Fee |
|---|---|---|---|
| 1 | Additional Construction Oversight Assistance | Not To Exceed | $73,219 |
| | | Reimbursables | $500 |
| | **TOTAL** | **Not To Exceed** | **$73,719** |

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: _____

Janeen M. Wietgrefe, Vice President

Dated this 15th day of December 2023

**APPROVED BY:**

**City of Cooper City**

BY: _____

Ryan T. Eggleston, City Manager

Dated this __ day of _____ 2023

Hazen

**EXHIBIT No. 1**

**FEE ESTIMATE**

*Meeting Date: 01/09/2024 Item #6.*

**City of Cooper City**

**Task Order No. 2023-03**

**Effluent Pump Replacement Construction Oversight**

| Task | Description | Vice President/ Associate VP | Senior Associate | Principal Engineer | Assistant Engineer | Senior Designer | Total H&S Hours | Hazen Labor Cost |
|---|---|---|---|---|---|---|---|---|
| **1** | **Construction Oversight As-Needed** | **38** | **82** | **0** | **274** | **8** | **402** | **$73,219** |
| | Shop Drawings | 12 | 36 | | 72 | | | |
| | RFIs/RFPs/COs | | 20 | | 40 | | | |
| | Pay App Reviews | | 6 | | 12 | | | |
| | Meetings | 10 | 20 | | 30 | | | |
| | Construction Observations | | | | 120 | | | |
| | Engineer of Record | 12 | | | | | | |
| | Record Drawings Prep | 4 | | | | 8 | | |
| | | | | | | | | |
| | **SUBTOTAL LABOR** | 38 | 82 | 0 | 274 | 8 | 402 | $73,219 |
| | | | | | | | | |
| | Reimbursables | | | | | | | **$500** |
| | **TOTAL FEE** | | | | | | | **$73,719** |
| | | | | | | | | |
| **2023 FEE SCHEDULE** | | | | | | | | |
| | | **Vice President/ Associate VP** | **Senior Associate** | **Principal Engineer** | **Assistant Engineer** | **Senior Designer** | | |
| | | | | | | | | |
| | **Billing Rate ( $/hr)** | **289.41** | **253.24** | **170.50** | **147.47** | **131.26** | | |

Meeting Date: 01/09/2024 Item #6.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

12/18/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| | INSURER B : Continental Insurance Company A(XV) | 35289 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 7036845683 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 7036845635 | 3/29/2023 | 3/29/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| B | X UMBRELLA LIAB X OCCUR | | | 7036845649 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | 7036845652 | 3/29/2023 | 3/29/2024 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2023 | 3/29/2024 | Per Claim/Aggregate | 5,000,000 |

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

**RE: TASK ORDER #2023-02, FLOOD VULNERABILITY ASSESSMENT**

**Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.**
**The City of Cooper City, FL, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Cooper City, FL
9090 SW 50th Place
Cooper City, FL 33328

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

Meeting Date: 01/09/2024 Item #6.

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ames & Gough | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with “arising out of” language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**


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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Endorsement

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

| **SCHEDULE** |
| --- |
| **Name of Additional Insured Person Or Organization** |
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



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Policy Endorsement

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HAZEN AND SAWYER D.P.C.

**Endorsement Effective Date:** 03/29/2023

| **SCHEDULE** |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

| **Vendor: Hazen and Sawyer, P.C.**<br><br>**FEIN: 13-2904652** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Vendor List | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Friday, December 22, 2023 | |

Vendor Compliance
Check List



# 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.

*There are currently no vendors on this list.*

Vendor Compliance
Check List



# Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB ] |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. [ 111.8 kB ] |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC [ 85.9 kB ] |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB ] |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB ] |

*Updated 12/10/19*

# Vendor Compliance Check List

December 19, 2023
Page 3

| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |
| GPN Capital SA | Iran | Luxembourg | June 4, 2019 | Yes |
| Harbin Electric Co. Ltd. | Sudan | China | September 19, 2007 | Yes |
| Hindustan Petroleum Corporation Ltd | Sudan & Iran | India | June 13, 2018 | Yes |
| 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 |
| Lanka IOC Ltd | Sudan | India | September 19, 2007 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold.*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 | Yes |
| Betsah SA | Luxembourg | August 2, 2016 | Yes |
| Cactus SA | Luxembourg | August 2, 2016 | Yes |
| Co-operative Group Limited | United Kingdom | September 26, 2017 | Yes |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 | Yes |
| Morningstar, Inc (Sustainalytics) | United States | October 25, 2023 | Prior to 10/25/24 if not resolved |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 | Prior to 10/25/24 |
| Hindustan Unilever Ltd | India | July 29, 2021 | Yes |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 | Yes |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 | Prior to 10/25/24 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 | Yes |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 | Yes |
| Unilever Finance Netherlands BV | Netherlands | July 29, 2021 | Yes |

[redacted]

December 19, 2023
Page 2

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| (Unilever PLC bond issuance) | | | |
| Unilever Ghana Ltd | Ghana | July 29, 2021 | Yes |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 | Yes |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 | Yes |
| **# of Companies that Boycott Israel** | 18 | | |

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc.<br>Lawn Wizard USA, LLC | 09/29/15<br>03/24/17 | Statewide Transportation & Recovery Services<br>Termark Security Systems | 11/02/00<br>06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc.<br>Marsten/THG Modular Leasing | 06/08/07<br>12/13/95 | Toilet Taxi Corp.<br>Total Connection | 07/07/15<br>04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |
| | | Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| | | RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 841657

**Entity Name:** HAZEN AND SAWYER, P.C.

**Current Principal Place of Business:**

4000 HOLLYWOOD BLVD.
SUITE 750N
HOLLYWOOD, FL 33021

**Current Mailing Address:**

498 SEVENTH AVE, 11TH FLOOR
NEW YORK, NY 10018 US

**FEI Number: 13-2904652**

**FILED**
**Jan 24, 2023**
**Secretary of State**
**7419634520CC**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT, DIRECTOR |
| Name | TAYLOR, RONALD L |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | CHIRIBOGA, FERNANDO B |
| Address | 999 PONCE DE LEON BLVD.<br>SUITE 1150 |
| City-State-Zip: | CORAL GABLES FL 33134 |

| | |
|---|---|
| Title | VP |
| Name | MEHROTRA, SANDEEP |
| Address | 498 SEVENTH AVE, 11TH FLOOR |
| City-State-Zip: | NEW YORK NY 10018 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | STONE, ALAN |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | DAVIS, PATRICK A |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

| | |
|---|---|
| Title | VP, DIRECTOR, SECRETARY |
| Name | HAUBNER, GARY |
| Address | 7870 EAST KEMPER ROAD<br>SUITE 300 |
| City-State-Zip: | CINCINNATI OH 45249 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | PITT, PAUL |
| Address | 90 NEW MONTGOMERY STREET<br>SUITE 333 |
| City-State-Zip: | SAN FRANCISCO CA 94105 |

| | |
|---|---|
| Title | SENIOR VICE PRESIDENT, DIRECTOR |
| Name | TAYLOR, ROBERT B |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WILLIAM CRAYON — CHIEF FINANCIAL OFFICER — 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Hazen and Sawyer, P.C. | | Open | 04/24/2008 | | 20 to 99 | 1 | FL |

# CONTINUING PROFESSIONAL SERVICES AGREEMENT

**THIS IS AN AGREEMENT ("Agreement"),** dated the 8 day of June, **2021** by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**HAZEN AND SAWYER, P.C.,** an **Engineering Firm** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **4000 Hollywood Blvd., Suite 750N, Hollywood, FL 33021** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT 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 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 **June 18, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide certain professional services under a continuing contract, as defined by Section 297.055(2)(g), F.S., as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Qualifications # 2020-1-UTL**

**Professional Service Providers**
**(Architectural, Engineering, Surveying & Mapping)**

1.2 On **August 6, 2020**, the bids were opened at the Offices of the City Clerk.

1.3 On **March 9, 2021**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the

CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.

1.4 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. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit "A"**, and by reference made a part hereof.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, professional services, as defined by Section 287.055(2)(a), F.S., including architectural, engineering, surveying and mapping services. These requests will describe the scope of work, desired timeframe for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request, and provide the CITY with a "not to exceed" fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the Agreement or a work order or in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed 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 and ethical guidelines established by their profession. 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 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

2.8 In the event that the CITY engages the CONSULTANT to provide any services related to a CITY project that is utilizing transportation surtax funds provided by Broward County, the CONSULTANT shall, upon request by the CITY and in the CITY's sole discretion, execute the project-specific consultant services agreement attached hereto as Composite Exhibit "C. " The agreements included in Exhibit "C" are a requirement of Broward County for all transportation surtax funded projects and may not be amended by either the CONSULTANT or the CITY.

## ARTICLE 3
## TERM FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the initial Term of this Agreement shall be for three (3) year(s). The Term of this Agreement may be extended upon the mutual written agreement of the Parties for up to two (2) additional two (2) year renewal terms.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] 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 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

4.2 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.

4.3 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. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

**Hazen and Sawyer, P.C.**
**4000 Hollywood Blvd., Suite 750N**
**Hollywood, FL 33021**

## 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 Work, as described in **Exhibit "A"**, to be provided under this Agreement, subject to the requirements set forth in Section 287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, 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 CONSULTANT shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement or amendment executed by the Parties hereto with the same formality and equal dignity herewith.

## ARTICLE 6
## INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and appellate costs, sustained by the CITY, its elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

6.2 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. 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.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the parties responsibility to indemnify.

6.4 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

6.5 Pursuant to section 558.0035, Florida Statutes, a design professional who is an individual employee or agent of the consultant may not be held individually liable for negligence occurring in the course and scope of this professional services agreement.

## ARTICLE 7
## INSURANCE

7.1 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 subcontractor to commence work on any 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 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

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, 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 neither 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

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

7.6.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 (mostly for construction or equipment sold to the CITY)

<u>Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.</u>

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Cooper City must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.6.2 Workers' 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 subcontractors 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 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 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

7.6.3 AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned 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

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.6.5 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, with a limit of liability, no less than $5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects).

7.6.6 ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: CONSULTANT'S completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross 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 Any and all insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 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 Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

## ARTICLE 8
## NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## ARTICLE 9
## INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for 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 10
## AGREEMENT SUBJECT TO FUNDING

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

## ARTICLE 11
## UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, pandemic and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## ARTICLE 12
## GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

## ARTICLE 13
## SIGNATORY AUTHORITY

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

## ARTICLE 14
## DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty ten dollars ($10.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY

will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may

declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONSULTANT and proceed to perform services under the Agreement, at its own cost and expense.

14.5.1 Upon such declaration of default, all payments remaining due to the CONSULTANT at the time of default, less all sums due to the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter, the Surety shall receive monthly payments equal to those that would have been paid by the CONSULTANT had the CONSULTANT continued to perform the services under the Agreement.

14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, by hiring a subcontractor, or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT and/or the Surety together with the costs incident thereto to such default.

14.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

## ARTICLE 15
## BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## ARTICLE 16
## DISPUTE RESOLUTION

16.1 Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 Operations During Dispute.

16.2.1 In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

16.2.3 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

## ARTICLE 17
## PUBLIC RECORDS

17.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 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, Florida Statutes, or as otherwise provided by law;

17.1.3 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 Agreement term and, following completion of the Agreement, 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

17.1.4 Upon completion of the Agreement, 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.

17.2 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 in accordance with the terms herein.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300, 291**
**PRR@CooperCityFL.org**

## ARTICLE 18
## FEMA REQUIREMENTS

***The CONSULTANT and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the Consultant.***

18.1 CONSULTANT 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 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.

18.2 If reimbursement is denied to CITY due to CONSULTANT's negligence in the performance of its obligations hereunder, Consultant 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 CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement. Reuse of such documents by the City for any purpose other than that for which prepared shall be at the CITY's sole risk.

18.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326. In the event of any conflicts, the provisions of this section shall prevail.

18.3.1 Equal Employment Opportunity: During the performance of this contract,

CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT 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. CONSULTANT 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) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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) CONSULTANT 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 CONSULTANT's legal duty to furnish information.

(4) CONSULTANT 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 CONSULTANT'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) CONSULTANT 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) CONSULTANT 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 CONSULTANT's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT 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) CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

18.3.2 Davis-Bacon Act: CONSULTANT shall comply with the Davis-Bacon Act, ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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.

18.3.3 Copeland "Anti-Kickback" Act: CONSULTANT 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"). CONSULTANT 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.

(1) Subcontracts. The CONSULTANT shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(2) Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18.3.4 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) CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

18.3.5 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

18.3.6 Compliance with State Energy Policy and Conservation Act. CONSULTANT 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).

18.3.7. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, 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 CONSULTANT 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.

18.3.8. 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.

18.3.9 Recovered Materials.

(1) In the performance of this Contract, the CONSULTANT 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-cpg-program.

18.3.10 Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth

at 44 CFR 40 and 41.

18.3.11 Pursuant to 44 CFR 13.36(i)(8), CONSULTANT 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.

18.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The CONSULTANT 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 CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONSULTANT agrees to maintain all books, records, accounts and reports required under this Agreement 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 CONSULTANT 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.

18.3.13 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 this Agreement and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONSULTANT 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.

18.3.14 DHS Seal, Logo, and Flags. The CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18.3.16 Fraudulent Statements. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to the CONSULTANT's actions pertaining to this Contract.

## ARTICLE 19
## MISCELLANEOUS

19.1 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.

19.2 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

19.3 Records. CONSULTANT shall keep such records and accounts and require any and all subcontractors 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, Florida Statutes.

19.4 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.

19.5 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.

19.6 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: Joseph Napoli, City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300, x293

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: Janeen M. Wietgrefe, PE **(Principal)**
**Hazen and Sawyer, P.C.**
**4000 Hollywood Blvd., Suite 750N**
**Hollywood, FL 33021**
**(954) 987-0066**

19.7 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.

19.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.9 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.

19.10 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.

19.11 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.

19.12 No Waiver of Sovereign Immunity. Nothing contained herein is intended nor shall be

construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

19.13 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.14 Protection of CITY Property. At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.15 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.

19.16 Compliance with Statutes. It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

19.17 Compliance with Jessica Lunsford Act. CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

19.18 Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

19.18.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.18.2.2 Is engaged in business operations in Syria.

19.19 No Third Party Beneficiaries. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

19.20 E-Verify. 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.

**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:

By: _____
KATHRYN SIMS, CITY CLERK JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

_____
JACOB G. HOROWITZ
CITY ATTORNEY

**CONSULTANT:**

**HAZEN AND SAWYER, P.C.**

By: _____
Name: Janeen M Wietgrefe, PE, PMP
Title: Associate Vice President

STATE OF Florida )
COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of X physical presence or □ online notarization, this 30th day of April 2021, by Janeen M. Wietgrefe on behalf of Hazen and Sawyer a Corporation. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

HELEN FIGUEROA
MY COMMISSION # HH 119944
EXPIRES: April 21, 2025
Bonded Thru Notary Public Underwriters

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number

**MOTION**
**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-04 to Hazen & Sawyer in the amount not to exceed $55,479.00 for construction oversight services on an as-needed basis for the Membrane Element Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order (TO) 2023-04 to Hazen & Sawyer (Hazen) in the amount not to exceed $55,479.00 for additional construction oversight services on an as-needed basis for the Membrane Element Replacement Project subject to the approval and authorization by the Commission of the Agreement with the lowest responsive and responsible bidder.

The lowest bid is being re-evaluated due to a significant price difference with respect to the other two bids received. The bid award recommendation will be made after clarification from the lowest bidder is sought.

**BACKGROUND OF ITEM:**

As the design engineer, Hazen is most familiar with the details of the project and best suited to answer questions from the contractor (and offer solutions) and supervise the installation of the new membranes on an as-needed basis. Hazen's original TO, 2021-01, relied on certain services to be done by in-house staff employed at that time. However, due to transition and retirement of key personnel, the responsibility to complete the project has now shifted to the consultant. They will take the project through the closeout.

Construction oversight services, also known as CEI (construction, engineering, and inspection), typically run between 8% to 12% of the construction cost. Together with the leftover amount of $28,390.50 from the original TO, 2021-01, the total oversight services, on an as-needed basis, are estimated to be $83,869.50. The lowest bid received is $1,099,480.00, followed by $1,586,000 from the second lowest bidder.

Hazen is one of the three (3) consultants selected through the City's RFQ No. 2020-1 and approved by the City Commission on June 8, 2021, after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants' Competitive Negotiation Act (CCNA).

Pursuant to FS 287.055(2) (g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for professional services for each individual study in an amount not to exceed $500,000 without any additional competition.

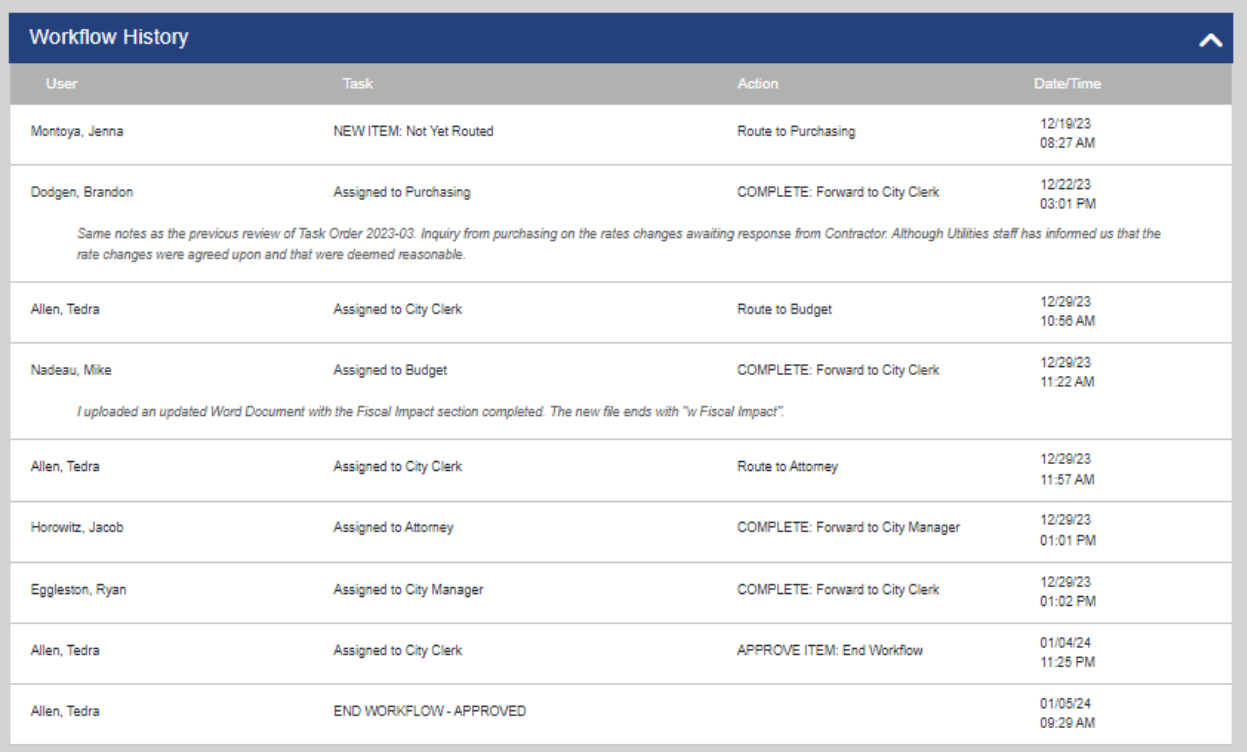
**FISCAL IMPACT:**

Hazen's Task Order, No. 2023-04, will be paid by funds appropriated for the Membrane Element Replacement Project.

| General Ledger Acct. Number | Budgeted Amount | Prior Requested Amount | New Request Amount | Remaining Amount |
|---|---|---|---|---|
| 453-911-563422-533-WS002 | $1,629,398.50 | $28,390.50 | $55,479.00 | $1,545,529.00 |

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-04 with Cost Proposal
2. Original Professional Agreement with Hazen and Sawyer
   https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2lKHNLxFgqshI03N4o8BEZz9bvzoFNyyndHVeB7hcw?e=Rfd2k0
3. Vendor Compliance



Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/19/23 08:27 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to City Clerk | 12/22/23 03:01 PM |
| | *Same notes as the previous review of Task Order 2023-03. Inquiry from purchasing on the rates changes awaiting response from Contractor. Although Utilities staff has informed us that the rate changes were agreed upon and that were deemed reasonable.* | | |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 10:56 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to City Clerk | 12/29/23 11:22 AM |
| | *I uploaded an updated Word Document with the Fiscal Impact section completed. The new file ends with "w Fiscal Impact".* | | |
| Allen, Tedra | Assigned to City Clerk | Route to Attorney | 12/29/23 11:57 AM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to City Manager | 12/29/23 01:01 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to City Clerk | 12/29/23 01:02 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Workflow | 01/04/24 11:25 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:29 AM |

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

# EXHIBIT A
# CITY OF COOPER CITY
## MEMBRANE ELEMENT REPLACEMENT PROJECT –
## CONSTRUCTION OVERSIGHT ASSISTANCE AS-NEEDED
## TASK ORDER NO. 2023-04
## SCOPE OF SERVICES
## DECEMBER 15, 2023

## PROJECT BACKGROUND

Cooper City (CITY) is presently bidding the replacement of the membrane elements at the Water Treatment Plant (WTP). Hazen and Sawyer (CONSULTANT) designed the membrane element replacement project and had limited services related to assisting the CITY with the oversight of the membrane installation. The CITY originally intended to provide construction oversight through CITY staff; however, the CITY presently does not have resources available to oversee construction. As such, the CITY requested the CONSULTANT prepare a separate scope of services through which the CITY could fund additional services during construction beyond what was included in the original scope.

The below scope is intended to allow CONSULTANT to provide additional oversight services on an as-requested basis up to the limits of this task order.

## SCOPE OF SERVICES

The CITY has requested CONSULTANT provide these services as detailed in the following scope of work.

### TASK 1 – ADDITIONAL CONSTRUCTION OVERSIGHT ASSISTANCE

CONSULTANT shall provide assistance to the CITY on an as-needed basis up to the limits of this task. Construction oversight services provided under this task may include, but are not limited, to the following:

- Logging and distributing shop drawings for review
- Shop drawing review (beyond review of shop drawings in original scope)
- Preparation of responses to requests for information (RFIs) from the contractor
- Preparation of requests for proposals (RFPs) from the contractor
- Review of contractor's proposed change orders
- Review of contractor's monthly pay applications
- Communications with contractor, CITY, permit agencies, etc

- Meeting attendance and documentation
- Periodic construction observations
- Engineer of Record Site Visits
- Record drawing preparation

**ASSUMPTIONS**

The following assumptions were made in preparation of the level of effort associated with the described scope:

1. CONSULTANT shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor, or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
2. CONSULTANT shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.
3. If CONSULTANT's budget is expended, CITY will either 1) continue overseeing project with CITY staff or 2) provide additional funding for CONSULTANT to continue providing oversight services.

## SCHEDULE

The services will be provided over an approximate one year period.

## COMPENSATION

Compensation shall be made to CONSULTANT for a total amount of $55,479 as summarized below. CONSULTANT will bill hourly for services up to the limits of this task order.

| Task | Description | Compensation Type | Estimated Fee |
|---|---|---|---|
| 1 | Additional Construction Oversight Assistance | Not To Exceed | $54,979 |
| | | Reimbursables | $500 |
| | **TOTAL** | | **$55,479** |

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: _____

Janeen M. Wietgrefe, Vice President

Dated this 15th day of December 2023

**APPROVED BY:**

**City of Cooper City**

BY: _____

Ryan T. Eggleston, City Manager

Dated this __ day of _____, 2023

Hazen

**EXHIBIT No. 1**

**FEE ESTIMATE**

**City of Cooper City**

**Task Order No. 2023-04**

**Membrane Replacement Construction Oversight**

*Meeting Date: 01/09/2024 Item #7.*

| Task | Description | Vice President/ Associate VP | Senior Associate | Principal Engineer | Assistant Engineer | Senior Designer | Total H&S Hours | Hazen Labor Cost |
|---|---|---|---|---|---|---|---|---|
| **1** | **Construction Oversight As-Needed** | **24** | **104** | **0** | **140** | **8** | **268** | **$54,979** |
| | Shop Drawings | 8 | 48 | | 32 | | | |
| | RFIs/RFPs/COs | 4 | 16 | | 40 | | | |
| | Pay App Reviews | | 6 | | 12 | | | |
| | Meetings | 12 | 12 | | 48 | | | |
| | Construction Observations | | 6 | | | | | |
| | Engineer of Record | | 12 | | | | | |
| | Record Drawings Prep | | 4 | | 8 | 8 | | |
| | | | | | | | | |
| | **SUBTOTAL LABOR** | 24 | 104 | 0 | 140 | 8 | 276 | $54,979 |
| | | | | | | | | |
| | Reimbursables | | | | | | | **$500** |
| | **TOTAL FEE** | | | | | | | **$55,479** |

**2023 FEE SCHEDULE**

| | Vice President/ Associate VP | Senior Associate | Principal Engineer | Assistant Engineer | Senior Designer |
|---|---|---|---|---|---|
| **Billing Rate ( $/hr)** | **289.41** | **253.24** | **170.50** | **147.47** | **131.26** |

Meeting Date: 01/09/2024 Item #7.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

12/18/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| | INSURER B : Continental Insurance Company A(XV) | 35289 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 7036845683 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 7036845635 | 3/29/2023 | 3/29/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>**Comp./Coll. Ded** | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 7036845649 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7036845652 | 3/29/2023 | 3/29/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | **Professional Liab.** | | | AEH008231489 | 3/29/2023 | 3/29/2024 | **Per Claim/Aggregate** | 5,000,000 |

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

**RE: TASK ORDER #2023-02, FLOOD VULNERABILITY ASSESSMENT**

**Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.**
**The City of Cooper City, FL, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Cooper City, FL
9090 SW 50th Place
Cooper City, FL 33328

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

Meeting Date: 01/09/2024 Item #7.

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ames & Gough | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with “arising out of” language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Endorsement

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

| **SCHEDULE** |
| --- |
| **Name of Additional Insured Person Or Organization** |
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



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Policy Endorsement

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HAZEN AND SAWYER D.P.C.

**Endorsement Effective Date:** 03/29/2023

| **SCHEDULE** |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# Vendor Compliance Check List

| **Vendor: Hazen and Sawyer, P.C.**<br><br>**FEIN: 13-2904652** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Vendor List | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Friday, December 22, 2023 | |

Vendor Compliance
Check List



# 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.

*There are currently no vendors on this list.*

Vendor Compliance
Check List



# Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB ] |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. [ 111.8 kB ] |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC [ 85.9 kB ] |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB ] |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB ] |

*Updated 12/10/19*

# Vendor Compliance Check List

December 19, 2023
Page 3

| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |
| GPN Capital SA | Iran | Luxembourg | June 4, 2019 | Yes |
| Harbin Electric Co. Ltd. | Sudan | China | September 19, 2007 | Yes |
| Hindustan Petroleum Corporation Ltd | Sudan & Iran | India | June 13, 2018 | Yes |
| 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 |
| Lanka IOC Ltd | Sudan | India | September 19, 2007 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold.*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 | Yes |
| Betsah SA | Luxembourg | August 2, 2016 | Yes |
| Cactus SA | Luxembourg | August 2, 2016 | Yes |
| Co-operative Group Limited | United Kingdom | September 26, 2017 | Yes |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 | Yes |
| Morningstar, Inc (Sustainalytics) | United States | October 25, 2023 | Prior to 10/25/24 if not resolved |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 | Prior to 10/25/24 |
| Hindustan Unilever Ltd | India | July 29, 2021 | Yes |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 | Yes |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 | Prior to 10/25/24 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 | Yes |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 | Yes |
| Unilever Finance Netherlands BV | Netherlands | July 29, 2021 | Yes |

[redacted]

December 19, 2023
Page 2

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| (Unilever PLC bond issuance) | | | |
| Unilever Ghana Ltd | Ghana | July 29, 2021 | Yes |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 | Yes |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 | Yes |
| **# of Companies that Boycott Israel** | 18 | | |

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |

| | | | |
|---|---|---|---|
| Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 24, 2023**
**Secretary of State**
**7419634520CC**

DOCUMENT# 841657

**Entity Name:** HAZEN AND SAWYER, P.C.

**Current Principal Place of Business:**

4000 HOLLYWOOD BLVD.
SUITE 750N
HOLLYWOOD, FL 33021

**Current Mailing Address:**

498 SEVENTH AVE, 11TH FLOOR
NEW YORK, NY 10018 US

**FEI Number: 13-2904652**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT, DIRECTOR |
| Name | TAYLOR, RONALD L |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | CHIRIBOGA, FERNANDO B |
| Address | 999 PONCE DE LEON BLVD.<br>SUITE 1150 |
| City-State-Zip: | CORAL GABLES FL 33134 |

| | |
|---|---|
| Title | VP |
| Name | MEHROTRA, SANDEEP |
| Address | 498 SEVENTH AVE, 11TH FLOOR |
| City-State-Zip: | NEW YORK NY 10018 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | STONE, ALAN |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | DAVIS, PATRICK A |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

| | |
|---|---|
| Title | VP, DIRECTOR, SECRETARY |
| Name | HAUBNER, GARY |
| Address | 7870 EAST KEMPER ROAD<br>SUITE 300 |
| City-State-Zip: | CINCINNATI OH 45249 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | PITT, PAUL |
| Address | 90 NEW MONTGOMERY STREET<br>SUITE 333 |
| City-State-Zip: | SAN FRANCISCO CA 94105 |

| | |
|---|---|
| Title | SENIOR VICE PRESIDENT, DIRECTOR |
| Name | TAYLOR, ROBERT B |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WILLIAM CRAYON — CHIEF FINANCIAL OFFICER — 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Hazen and Sawyer, P.C. | | Open | 04/24/2008 | | 20 to 99 | 1 | FL |

CITY OF Cooper City
Someplace Special

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-05 to Hazen & Sawyer in the amount not to exceed $24,956.00 for consulting services to evaluate the feasibility of one-to-one replacement of centrifuge equipment in lieu of traditional design-bid-build or design-build delivery methods at the City's wastewater treatment plant. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order 2023-02 to Hazen & Sawyer (Hazen) in the amount not to exceed $24,956.00 for consulting services to evaluate the feasibility of one-to-one replacement of centrifuge equipment in lieu of traditional design-bid-build or design-build delivery methods at the City's wastewater treatment plant.

**BACKGROUND OF ITEM:**

Centrifuges are critical equipment in the final processing of the wastewater sludge before it is hauled away for disposal, usually at an approved landfill. The City's wastewater plant has two (2) centrifuges that are reportedly 20 years old. In July 2023, both became inoperable, forcing emergency procurement of dewatering services at an expense of $150,000. Since then, some repairs have been made to the centrifuges but many times, some components keep breaking down.

As the City's primary treatment plant consultant, Hazen, in August 2022, estimated a cost of $2.6 million, including engineering fees, to replace the aged centrifuges. This estimate was based on traditional design-bid-build method. As an alternative, the City staff explored the possibility of one-to-one replacement of the centrifuges with the same manufacturer, Alfa Laval, Inc. It was determined that this approach would cost significantly less if replaced in kind. Although Alfa Laval, Inc. would replace the centrifuges as a turnkey product, some specialized assistance, review and oversight would be required. This is the essence of the recommended TO.

There appears to be some flexibility in our Procurement Code to pursue the turnkey approach. Otherwise, the staff could publically advertise for one-to-one replacement. As the City's consultant updating the Utilities Master Plan, Hazen, has confirmed that these new centrifuges would not only work well with the current treatment plants but would also integrate well should the City decide to build a new wastewater treatment facility.

Hazen is one of the three (3) consultants selected through City's RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for each individual study in an amount not to exceed $500,000 without any additional competition.

**FISCAL IMPACT:**

Hazen's Task Oder 2023-05 will be funded by the Capital WWTP Centrifuge Project approved in the FY 2024 budget.

| General Ledger Acct. Number | Budgeted Amount | Prior Requested Amount | New Request Amount | Remaining Amount |
|---|---|---|---|---|
| 453-931-563610-535-24013 | $1,500,000 | $0 | $24,956 | $1,475,044 |

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-05 with Cost Proposal
2. Original Professional Agreement with Hazen and Sawyer
   https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2lKHNLxFgqshI03N4o8BEZz9bvzoFNyyndHVeB7hcw?e=Rfd2k0
3. Vendor Compliance

Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/19/23 08:28 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to City Clerk | 12/22/23 03:02 PM |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 11:12 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to City Clerk | 12/29/23 11:23 AM |
| *The Fiscal Impact Section of this Staff Report is correct.* | | | |
| Allen, Tedra | Assigned to City Clerk | Route to Attorney | 12/29/23 12:10 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to City Manager | 12/29/23 01:09 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to City Clerk | 01/04/24 02:13 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Workflow | 01/04/24 11:39 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:32 AM |

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

# EXHIBIT A
# CITY OF COOPER CITY
# CENTRIFUGE CMS ASSISTANCE
# TASK ORDER NO. 2023-05
# SCOPE OF SERVICES
# DECEMBER 18, 2023

## PROJECT BACKGROUND

The CITY requested that Hazen and Sawyer (CONSULTANT) provide the CITY with engineering construction oversight assistance for the replacement of the centrifuge on an as-requested basis. This replacement is an in-kind replacement directly by the manufacturer.

## SCOPE OF SERVICES

The CITY has requested CONSULTANT provide these services as detailed in the following scope of work.

### TASK 1 – SERVICES RELATED TO INSTALLATION OF CENTRFUGE

CITY purchased an in-kind replacement of the centrifuge at the Wastewater Treatment Plant (WWTP). CITY requests HAZEN provide shop drawing review and assistance during procurement and construction of the centrifuge up to the limits of this task. CONSULTANT shall not perform as the Engineer of Record but shall assist the CITY with ensuring the manufacturer provides those services.

The CITY determined the required centrifuge capacity. CONSULANT is not responsible for determining the required centrifuge capacity.

It is assumed that the CITY will specify the centrifuge for procurement. CONSULTANT will not develop engineering drawings nor specifications for this project. CONSULTANT will review the manufacturer's submittal during the shop drawing review process against the original drawings and actual conditions of the facility.

It is further assumed that permitting services are not required as this is an in-kind replacement project. Administrative services (shop drawing logging and processing, etc) will be performed by the CITY.

CONSULTANT will perform work under this task up to the limits of the task. If the CITY requires additional assistance with the construction oversight, the CITY will provide additional funding for the CONSULTANT.

### ASSUMPTIONS

The following assumptions were made in preparation of the level of effort associated with the described scope:

1. CITY will email requests to CONSULTANT. CONSULTANT will provide services based on the emailed requests.
2. CONSULTANT shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor, or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
3. CONSULTANT shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.
4. If CONSULTANT's budget is expended, CITY will either 1) continue overseeing project with CITY staff or 2) provide additional funding for CONSULTANT to continue providing oversight services.

**SCHEDULE**
The work will be completed within 365 days.

**COMPENSATION**
Compensation shall be made to CONSULTANT for a not to exceed amount of $24,956.

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: _____

Janeen M. Wietgrefe, Vice President

Dated this 18th day of December 2023

**APPROVED BY:**

**City of Cooper City**

BY: _____

Ryan Eggleston, City Manager

Dated this __ day of _____ 2023

Meeting Date: 01/09/2024 Item #8.

# CERTIFICATE OF LIABILITY INSURANCE

12/18/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| | INSURER B : Continental Insurance Company A(XV) | 35289 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 7036845683 | 3/29/2023 | 3/29/2024 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 7036845635 | 3/29/2023 | 3/29/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| B | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 7036845649 | 3/29/2023 | 3/29/2024 | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | 7036845652 | 3/29/2023 | 3/29/2024 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2023 | 3/29/2024 | Per Claim/Aggregate | 5,000,000 |

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

**RE: TASK ORDER #2023-02, FLOOD VULNERABILITY ASSESSMENT**

**Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.**
**The City of Cooper City, FL, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Cooper City, FL
9090 SW 50th Place
Cooper City, FL 33328

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE


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Meeting Date: 01/09/2024 Item #8.

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ames & Gough | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.


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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with “arising out of” language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Endorsement

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

| **SCHEDULE** |
| --- |
| **Name of Additional Insured Person Or Organization** |
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



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Policy Endorsement

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HAZEN AND SAWYER D.P.C.

**Endorsement Effective Date:** 03/29/2023

| **SCHEDULE** |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# Vendor Compliance Check List

| **Vendor: Hazen and Sawyer, P.C.**<br><br>**FEIN: 13-2904652** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Vendor List | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Friday, December 22, 2023 | |

Vendor Compliance
Check List



# 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.

*There are currently no vendors on this list.*

Vendor Compliance
Check List



# Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB ] |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. [ 111.8 kB ] |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC [ 85.9 kB ] |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB ] |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB ] |

*Updated 12/10/19*

# Vendor Compliance Check List

December 19, 2023
Page 3

| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |
| GPN Capital SA | Iran | Luxembourg | June 4, 2019 | Yes |
| Harbin Electric Co. Ltd. | Sudan | China | September 19, 2007 | Yes |
| Hindustan Petroleum Corporation Ltd | Sudan & Iran | India | June 13, 2018 | Yes |
| 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 |
| Lanka IOC Ltd | Sudan | India | September 19, 2007 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold.*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 | Yes |
| Betsah SA | Luxembourg | August 2, 2016 | Yes |
| Cactus SA | Luxembourg | August 2, 2016 | Yes |
| Co-operative Group Limited | United Kingdom | September 26, 2017 | Yes |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 | Yes |
| Morningstar, Inc (Sustainalytics) | United States | October 25, 2023 | Prior to 10/25/24 if not resolved |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 | Prior to 10/25/24 |
| Hindustan Unilever Ltd | India | July 29, 2021 | Yes |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 | Yes |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 | Prior to 10/25/24 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 | Yes |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 | Yes |
| Unilever Finance Netherlands BV | Netherlands | July 29, 2021 | Yes |

[redacted]

December 19, 2023
Page 2

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| (Unilever PLC bond issuance) | | | |
| Unilever Ghana Ltd | Ghana | July 29, 2021 | Yes |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 | Yes |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 | Yes |
| **# of Companies that Boycott Israel** | 18 | | |

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc.<br>Lawn Wizard USA, LLC | 09/29/15<br>03/24/17 | Statewide Transportation & Recovery Services<br>Termark Security Systems | 11/02/00<br>06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc.<br>Marsten/THG Modular Leasing | 06/08/07<br>12/13/95 | Toilet Taxi Corp.<br>Total Connection | 07/07/15<br>04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |
| | | Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| | | RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 841657

**Entity Name:** HAZEN AND SAWYER, P.C.

**Current Principal Place of Business:**

4000 HOLLYWOOD BLVD.
SUITE 750N
HOLLYWOOD, FL 33021

**Current Mailing Address:**

498 SEVENTH AVE, 11TH FLOOR
NEW YORK, NY 10018 US

**FEI Number: 13-2904652**

**FILED**
**Jan 24, 2023**
**Secretary of State**
**7419634520CC**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT, DIRECTOR |
| Name | TAYLOR, RONALD L |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | CHIRIBOGA, FERNANDO B |
| Address | 999 PONCE DE LEON BLVD.<br>SUITE 1150 |
| City-State-Zip: | CORAL GABLES FL 33134 |

| | |
|---|---|
| Title | VP |
| Name | MEHROTRA, SANDEEP |
| Address | 498 SEVENTH AVE, 11TH FLOOR |
| City-State-Zip: | NEW YORK NY 10018 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | STONE, ALAN |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | DAVIS, PATRICK A |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

| | |
|---|---|
| Title | VP, DIRECTOR, SECRETARY |
| Name | HAUBNER, GARY |
| Address | 7870 EAST KEMPER ROAD<br>SUITE 300 |
| City-State-Zip: | CINCINNATI OH 45249 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | PITT, PAUL |
| Address | 90 NEW MONTGOMERY STREET<br>SUITE 333 |
| City-State-Zip: | SAN FRANCISCO CA 94105 |

| | |
|---|---|
| Title | SENIOR VICE PRESIDENT, DIRECTOR |
| Name | TAYLOR, ROBERT B |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WILLIAM CRAYON — CHIEF FINANCIAL OFFICER — 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Hazen and Sawyer, P.C. | | Open | 04/24/2008 | | 20 to 99 | 1 | FL |

CITY OF Cooper City
Someplace Special

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-06 to Hazen & Sawyer in the amount not to exceed $25,000 to provide engineering advisory services related to the operation of water and wastewater plants and related services until the Utilities Department is fully staffed. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order 2023-06 to Hazen & Sawyer (Hazen) in the amount not to exceed $25,000 to provide engineering advisory services related to the operation of water and wastewater plants and related services until the Utilities Department is fully staffed.

**BACKGROUND OF ITEM:**

Until the Utilities Department is fully staffed, including the Director and Chief Plant Operations Supervisor, the present supervisors and operators would need various types of advisory support with quick turnaround time in the areas of engineering, permitting, minor maintenance projects, etc. When requested, the Consultant shall provide assistance to the City on an as-needed basis up to the limits of this task.

As the City's primary water and wastewater plant consultant for many years, Hazen, who is also updating the Utilities Master Plan and most familiar with the operations, is best suited to provide the advisory services to the staff.

Hazen is one of the three (3) consultants selected through City's RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for each individual study in an amount not to exceed $500,000 without any additional competition.

**FISCAL IMPACT:**

Hazen's Task Oder 2023-06 will be funded by the Water and Sewer Administration Professional Services – Engineering line item.

| General Ledger Acct. Number | Budgeted Amount | Prior Requested Amount | New Request Amount | Remaining Amount |
|---|---|---|---|---|
| 450-950-531130-536-0000 | $90,000 | $0 | $25,000 | $65,000 |

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-06 with Cost Proposal
2. Original Professional Agreement with Hazen and Sawyer
   https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2lKHNLxFgqshI03N4o8BEZz9bvzoFNyyndHVeB7hcw?e=Rfd2k0
3. Vendor Compliance

**Workflow History**

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/19/23 08:29 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to City Clerk | 12/22/23 03:03 PM |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 11:30 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to City Clerk | 12/29/23 01:10 PM |
| *The Fiscal Impact Section of this staff report is correct.* | | | |
| Allen, Tedra | Assigned to City Clerk | Route to Attorney | 12/29/23 02:05 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to City Manager | 12/29/23 02:07 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to City Clerk | 01/04/24 02:12 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Workflow | 01/04/24 11:28 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:35 AM |

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

# EXHIBIT A
# CITY OF COOPER CITY
## FY 2023 – 2024 ENGINEERING ASSISTANCE
## TASK ORDER NO. 2023-06
## SCOPE OF SERVICES
## DECEMBER 18, 2023

## PROJECT BACKGROUND

The CITY requested that Hazen and Sawyer (CONSULTANT) provide the CITY with engineering and planning assistance on an as-requested basis. This assistance may include capital cost planning, schedule preparation, review and/or updating of GIS files, assistance with ongoing construction projects, and other related assistance.

## SCOPE OF SERVICES

The CITY has requested CONSULTANT provide these services as detailed in the following scope of work.

### TASK 1 – FY 2023 – 2024 Engineering Assistance

CITY occasionally requires quick turnaround technical input to plan for and or budget for upcoming projects and/or provide additional assistance on ongoing CITY projects. When requested, CONSULTANT shall provide assistance to the CITY on an as-needed basis up to the limits of this task. Services provided under this task shall be related to the water, wastewater, and stormwater but not defined here-in. CITY shall email request to CONSULTANT. CONSULTANT will perform work and bill CITY for the performed work.

### ASSUMPTIONS

The following assumptions were made in preparation of the described scope:

1. CITY will email requests to CONSULTANT. CONSULTANT will provide services based on the emailed requests.
2. If CONSULTANT's budget is expended, CITY will either 1) continue services with CITY staff or 2) provide additional funding for CONSULTANT to continue providing engineering assistance services.

### SCHEDULE

The work will be performed within the fiscal year period.

**COMPENSATION**

Compensation shall be made to CONSULTANT for a not to exceed amount of $25,000 as summarized below.

| Task | Description | Compensation Type | Estimated Fee |
|---|---|---|---|
| | | | |
| 1 | Additional Optional Services | Not to Exceed | $25,000 |
| | | | |
| | **TOTAL** | | **$25,000** |

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: _____

Janeen M. Wietgrefe, Vice President

Dated this 18th day of December 2023

**APPROVED BY:**

**City of Cooper City**

BY: _____

Ryan Eggleston, City Manager

Dated this __ day of _____ 2023

Meeting Date: 01/09/2024 Item #9.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

12/18/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| | INSURER B : Continental Insurance Company A(XV) | 35289 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 7036845683 | 3/29/2023 | 3/29/2024 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 7036845635 | 3/29/2023 | 3/29/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| B | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 7036845649 | 3/29/2023 | 3/29/2024 | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | 7036845652 | 3/29/2023 | 3/29/2024 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2023 | 3/29/2024 | Per Claim/Aggregate | 5,000,000 |

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

**RE: TASK ORDER #2023-02, FLOOD VULNERABILITY ASSESSMENT**

**Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.**
**The City of Cooper City, FL, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Cooper City, FL
9090 SW 50th Place
Cooper City, FL 33328

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE


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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

Meeting Date: 01/09/2024 Item #9.

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ames & Gough | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with “arising out of” language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Endorsement

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

| **SCHEDULE** |
| --- |
| **Name of Additional Insured Person Or Organization** |
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



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Policy Endorsement

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HAZEN AND SAWYER D.P.C.

**Endorsement Effective Date:** 03/29/2023

| **SCHEDULE** |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# Vendor Compliance Check List

| **Vendor: Hazen and Sawyer, P.C.**<br><br>**FEIN: 13-2904652** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Vendor List | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Friday, December 22, 2023 | |

Vendor Compliance
Check List



# 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.

*There are currently no vendors on this list.*

Vendor Compliance
Check List



# Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB ] |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. [ 111.8 kB ] |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC [ 85.9 kB ] |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB ] |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB ] |

*Updated 12/10/19*

# Vendor Compliance Check List



| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |
| GPN Capital SA | Iran | Luxembourg | June 4, 2019 | Yes |
| Harbin Electric Co. Ltd. | Sudan | China | September 19, 2007 | Yes |
| Hindustan Petroleum Corporation Ltd | Sudan & Iran | India | June 13, 2018 | Yes |
| 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 |
| Lanka IOC Ltd | Sudan | India | September 19, 2007 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold.*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 | Yes |
| Betsah SA | Luxembourg | August 2, 2016 | Yes |
| Cactus SA | Luxembourg | August 2, 2016 | Yes |
| Co-operative Group Limited | United Kingdom | September 26, 2017 | Yes |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 | Yes |
| Morningstar, Inc (Sustainalytics) | United States | October 25, 2023 | Prior to 10/25/24 if not resolved |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 | Prior to 10/25/24 |
| Hindustan Unilever Ltd | India | July 29, 2021 | Yes |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 | Yes |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 | Prior to 10/25/24 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 | Yes |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 | Yes |
| Unilever Finance Netherlands BV | Netherlands | July 29, 2021 | Yes |

[redacted]

December 19, 2023
Page 2

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| (Unilever PLC bond issuance) | | | |
| Unilever Ghana Ltd | Ghana | July 29, 2021 | Yes |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 | Yes |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 | Yes |
| **# of Companies that Boycott Israel** | 18 | | |

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |

| | | | |
|---|---|---|---|
| Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 841657

**Entity Name:** HAZEN AND SAWYER, P.C.

**Current Principal Place of Business:**

4000 HOLLYWOOD BLVD.
SUITE 750N
HOLLYWOOD, FL 33021

**Current Mailing Address:**

498 SEVENTH AVE, 11TH FLOOR
NEW YORK, NY 10018 US

**FEI Number: 13-2904652**

**FILED**
**Jan 24, 2023**
**Secretary of State**
**7419634520CC**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT, DIRECTOR |
| Name | TAYLOR, RONALD L |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | CHIRIBOGA, FERNANDO B |
| Address | 999 PONCE DE LEON BLVD.<br>SUITE 1150 |
| City-State-Zip: | CORAL GABLES FL 33134 |

| | |
|---|---|
| Title | VP |
| Name | MEHROTRA, SANDEEP |
| Address | 498 SEVENTH AVE, 11TH FLOOR |
| City-State-Zip: | NEW YORK NY 10018 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | STONE, ALAN |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | DAVIS, PATRICK A |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

| | |
|---|---|
| Title | VP, DIRECTOR, SECRETARY |
| Name | HAUBNER, GARY |
| Address | 7870 EAST KEMPER ROAD<br>SUITE 300 |
| City-State-Zip: | CINCINNATI OH 45249 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | PITT, PAUL |
| Address | 90 NEW MONTGOMERY STREET<br>SUITE 333 |
| City-State-Zip: | SAN FRANCISCO CA 94105 |

| | |
|---|---|
| Title | SENIOR VICE PRESIDENT, DIRECTOR |
| Name | TAYLOR, ROBERT B |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WILLIAM CRAYON — CHIEF FINANCIAL OFFICER — 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Hazen and Sawyer, P.C. | | Open | 04/24/2008 | | 20 to 99 | 1 | FL |

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Status of Dog Park – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests an update on the Status of the dog park.

**BACKGROUND OF ITEM:**
At the August 22, 2023 Commission meeting, by unanimous vote, the City Commission moved to start the process of placing a dog park at the southeast corner of Flamingo Park (5300 SW 122nd Avenue).

**ANALYSIS:**
A status update will provide the public with information regarding the forthcoming Dog Park.

**STRATEGIC PLAN:**
This item supports Priority #3, A Strong Sense of Place.

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
**N/A**

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F... | 01/03/24 11:05 AM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/05/24 09:41 AM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/05/24 09:44 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:51 AM |

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Update from the City Manager on the City's Communications Strategic Plan, including the progress of Garth Solutions and how the new Director of Communications role is elevating the City's Strategic Communications. – **Commissioner Katzman**

**RECOMMENDATION:**
Commissioner Katzman is requesting an update from the City Manager on the City's Communications Strategic Plan, including the progress of Garth Solutions and how the new Director of Communications role is elevating the City's Strategic Communications.

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. Staff Report - Garth Solutions, Inc.
2. Garth Solutions, Inc. proposal
3. Public Information Officer Job Description

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 02:28 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 01/04/24 01:26 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 02:12 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/05/24 08:55 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:41 AM |

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Administration

**DATE:** October 10, 2023

**SUBJECT:** Motion to approve an agreement with Garth Solutions for social media, website updating and graphic design services.

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends the Commission to approve the execution of an agreement with Garth Solutions.

**BACKGROUND OF ITEM:**
On Thursday, April 13, 2023, the City advertised its notice to bidders of the City's desire to hire a firm to provide social media, website updating, and graphic design services.

**ANALYSIS:**
Following a meticulous evaluation of proposals submitted by six prominent contenders, three short-listed firms were selected for in-depth presentations and Q&A. The finalists, Garth Solutions, Conceptual Communications, and My PR Guru LLC, presented their proposals to the City's evaluation committee. Subsequent to a thorough assessment, which included contacting references and conducting due diligence, Garth Solutions emerged as the preferred choice to fulfill these critical communication needs.

Garth Solutions boasts over two decades of invaluable experience in effectively connecting and educating taxpayers about significant public sector endeavors. Strategically headquartered in Davie, within the heart of Broward County, this well-established firm has deep-seated roots in our local communities and industries, affording them an insightful understanding of Cooper City's distinct needs and diverse demographics.

Their comprehensive strategy aims to elevate our City to new levels, offering a wide range of services with unrestricted access. It entails the development of a contemporary and socially engaging brand for Cooper City across various platforms, encompassing graphics, photography, videography, and content curation. Moreover, Garth Solutions aims to create informative videos elucidating local policies, infrastructure projects, public services, and community initiatives.

Furthermore, they are committed to producing innovative marketing collateral, including attention-grabbing posters, banners, and merchandise, all tailored to enhance our City's branding and public image. With their extensive experience and community-focused approach,

Garth Solutions is poised to be an invaluable asset in advancing Cooper City's communication endeavors to the next level.

**STRATEGIC PLAN:**
These services will support the City's strategic goal of strong sense of place, which thrives for smart development and creative redevelopment that increases the residents' affinity for "Someplace Special" through outreach communication.

**FISCAL IMPACT:**
The City Commission approved $66,000 for communication services in the Fiscal Year 2024 budget.

| General Ledger Acct. Number | Budgeted Amount | Requested Amount | Remaining Amount |
|---|---|---|---|
| 001-110-531100-512 | $66,000 | $66,000 | $0 |

**ALTERNATIVES:**
The City Manager's recommendation for the next alternative is Conceptual Communications, which offers services similar to the current provider. However, they have specified time limits and additional fees. These include a monthly retainer cost of $4,500, with a maximum of 50 hours per month.

After thorough evaluation and due diligence, the third option, My PR Guru LLC, was considered. They propose a monthly retainer cost of $1,799. However, upon careful examination, it was determined that PR Guru's services, while falling within our budget, is not aligned with the City's future objectives of advancing strategic communications.

**ATTACHMENTS:**
1. City of Cooper City Agreement – Garth Solutions
2. Exhibit A – RFP 2-4-CM Social Media Website Updating and Graphic Design Services
3. Exhibit B – Garth Solutions Submittal
4. Tabulation – RFP 2023-4-CM
5. Vendor Compliance – Garth Solutions

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 09/01/23 01:37 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 10/05/23 08:55 AM |
| | *There are several blanks in the agreement that will need to be completed, including the contract term.* | | |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 10/05/23 11:43 AM |
| | *Contract Term has been included in the agenda system with proposed vendor signature.* | | |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 10/06/23 04:12 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 10/06/23 04:14 PM |

# Director of Communications / Public Information Officer

## Category: Exempt

## Department: Administration

## Pay Grade: 121

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### JOB SUMMARY

The Director of Communications/Public Information Officer (PIO) leads the strategic vision and implementation of Cooper City's external and internal communications. The Director works closely with senior leadership within the organization as the communications partner on a variety of strategic initiatives. This position is responsible for developing, maintaining, and updating the City's Communications Strategic Plan and reporting measurable results to the City Manager on a frequent basis. The overall goal is to ensure residents and community stakeholders receive accurate, timely and informative communications from the city via owned, shared, and paid media and to make the City a primary source of information. The Director also serves as the brand manager for the organization.

### ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Act as the primary media liaison for the City, including proactive and reactive media relations. PIO may serve as an official spokesperson when designated by the City Manager.
- Devise and implement the communications and marketing strategies, messaging and tools needed to build and preserve the image of the City.
- Manage the City's brand to ensure a cohesive look and consistent message on all materials carrying Cooper City's name and logo.
- Coordinate the distribution of timely, accurate and essential information to residents and other stakeholders via the city's website, social media accounts, newsletters and other forms of communication deemed appropriate.
- Serve as editor and manager of the City's periodical publications, including our quarterly magazine and the State of the City address.
- Actively participate in the planning, promotion and implementation of major Cooper City community events and activities and attend as appropriate.

- Build positive relationships with local businesses, homeowner associations, and local community partners, etc.
- Act as City's coordinator for special initiatives led by Broward County and other municipalities and regional groups, as appropriate.
- Develop communications plans and budgets for the long-term communications strategy of the City.
- Respond and reach out to citizens' groups, individuals and organizations through conferences, correspondences and telephone to provide information to the public.

## QUALIFICATIONS

### Education and Experience:

- Bachelor's degree in communications, public relations, marketing, telecommunications, English or related field.
- Excellent written and verbal communication skills, specifically including expertise in AP Style.
- At least 5 years of Public Relations/Communications experience with a proven track record in a fast-paced environment.
- Strategic thinker who excels at devising and executing original, creative and innovative ideas.
- Strong organizational skills and ability to handle multiple tasks and meet deadlines.
- Able to excel in a fast-paced environment with changing priorities.
- Able to take a positive team approach to working with government, community and business partners.
- Knowledge of Microsoft Office software, including Word, Excel and PowerPoint
- Knowledge of design software such as Adobe product package or Canva, etc. If not yet acquired skill, ability to learn use of programs on the job.
- Knowledge of various social media platforms and ability to learn the use of back-end website platforms, content management systems, and video editing, etc.
- Ability to respond to common inquiries or complaints from residents or members of the business community.
- Ability to write speeches and articles that conform to a professional style and format.
- Ability to effectively present information to employees, public groups and elected officials.
- Ability to represent the City in a professional, progressive and positive manner.

## PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and pulling of objects and materials of light weight (up to 20 pounds). Tasks may involve extended periods of time at a keyboard or workstation and extended periods of time standing and/or walking.

The City of Cooper City, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The above job description reflects the general information deemed necessary to convey the primary functions of the job and shall not be construed as a detailed description of all the work requirements inherent to the position.
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

## Acknowledgement:

Signature below constitutes employee's understanding of the requirements, essential functions and duties of the position. Employee is expected to adhere to all policies.

Signature:_____Date:_____

CITY OF Cooper City
Someplace Special

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Status of the Pay Study Implementation – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests a status update on the Pay Study Implementation

**BACKGROUND OF ITEM:**
At the August 22, 2023 Commission Meeting, the Commission approved Evergreen Solutions, LLC's Classification and Compensation Study Recommendations.

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. Compensation and Classification Study Final Report

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F… | 01/03/24 11:06 AM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to … | 01/04/24 04:09 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo… | 01/04/24 11:33 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:45 AM |

# Compensation and Classification Study for the City of Cooper City, FL

# FINAL REPORT

Evergreen Solutions, LLC

August 17, 2023

EVERGREEN SOLUTIONS, LLC

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# Chapter 1 - Introduction

The leadership of the City of Cooper, FL (the "City") in keeping with its commitment to attracting and retaining the employees necessary to provide high quality services determined that its current compensation and classification systems and structure needed to be updated to better reflect best practices. Evergreen Solutions, LLC ("Evergreen") was selected by the City during September of 2022 as its partner to in order to accomplish this goal. This engagement sought to evaluate the strengths and weaknesses of the City's current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary and benefits data to study external equity, and adjust the current compensation and classification systems to better reflect the market. This study and the analysis contained within provides City leadership with valuable information related to their employee demographics, opinions, and market data, as well as internal and external equity. Throughout the study, City staff was engaged in the process and helped develop recommendations outlined later in this report.

Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, responsibilities, and duties of each position, it can be determined whether similar positions are being compensated in an equitable manner within the organization. External equity relates to the differences between how an organization's classifications are valued and the compensation available in the marketplace for the same skills, responsibilities, and duties. This component of the study aims to address how the City is positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the City to compete in the market with a compensation plan that allows for recruitment and retention of quality employees.

## 1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization's compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the City to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended approximately every three to five years. Some examples of project activities included:

- Conducting a project kick-off meeting
- Presenting orientation sessions to employees
- Facilitating focus group sessions with employees
- Conducting an external market salary survey

*Meeting Date: 01/09/2024 Item #12.*

- Conducting an external market benefits survey
- Developing recommendations for compensation management
- Revising classification descriptions based on employee Job Assessment Tool survey (JAT) and Department Director feedback
- Developing recommendations for compensation and classification changes
- Creating draft and final reports
- Conducting training sessions with human resources staff in the methodology used to systematically assess job classifications.

### Kickoff Meeting

The kickoff meeting provided an opportunity to discuss the history of the City, finalize the work plan, and begin the data collection process. Data collection included the gathering of relevant background material including: existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material. Evergreen Project Manager also participated in a Commissioner meeting remotely to hear areas of focus and answer questions from the Commission prior to beginning the study.

### Employee Outreach

Through the orientation sessions, Evergreen consultants briefed employees on the purpose and major processes of the study. This process addressed employee questions in an effort to resolve misconceptions about the study and related tasks and explained the importance of employee participation in the JAT process.

In addition, employees participated in focus group sessions designed to gather input from their varied perspectives as to the strengths and weaknesses of the current system. Feedback received from employees in this context was helpful in highlighting aspects of the organization which needed particular attention and consideration. This information provided some basic perceptional background, as well as a starting point for the research process.

### Job Assessment Tool© (JAT) Classification Analysis

Employees were asked to complete individual JAT surveys, where they shared information pertaining to their essential work functions in their own words. These JATs were analyzed and compared to the current classification descriptions, and classifications were individually scored based on employee responses to five compensable factor questions. Each of the compensable factors—Leadership, Working Conditions, Complexity, Decision Making, and Relationships—were given weighted values based on employee responses, resulting in a point factor score for each classification. The rank order of classes by JAT scores was used to develop a rank order of classes within the proposed compensation structure. Combined with market data, this information formed the foundation of the combined recommendations. The nature of each compensable factor is described below:

- Leadership –relates to the employee's individual leadership role, be it as a direct report of others who have leadership responsibilities, or as an executive who has leadership over entire departments or the City as a whole.

- Working Conditions – deals with the employee's physical working conditions and the employee's impact on those conditions, as well as the working conditions impact or potential impact on the employee.

- Complexity – describes the nature of work performed and includes options ranging from entry-level manual or clerical tasks up to advanced scientific, legal, or executive management duties.

- Decision Making – deals with the individual decision-making responsibility of the employees. Are decisions made on behalf of the employee or is the employee making autonomous decisions that impact the individual, other employees, or even the entire organization?

- Relationships –deals with organizational structure and the nature of the employee's working relationships. Responses range from employees who work primarily alone, those who work as members of a team, those who oversee teams, and those who oversee the organization as a whole.

### Salary Survey

The external market for this study was defined as approved identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the City were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing City classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

### Benefit Survey

The external market for the benefits study utilized the same approved target market peers from the market survey to compare key benefits offerings. Generally recognized benefits service offerings were surveyed and analyzed comparing City benefits with those of target peer organizations to gain a fuller understanding of their market position for benefits.

### Recommendations

Evergreen developed recommendations for the City to consider in order to help maximize the effectiveness and efficiency of its current compensation and classification structure. Evergreen provided the City with several recommendations and costs for Commissioner consideration. Plans ranged from minor tweaks to the current compensation and classification system to more comprehensive changes to the classification and compensation overall structure. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the City currently exhibits.

*Meeting Date: 01/09/2024 Item #12.*

## 1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Benefits Summary
- Chapter 6 – Recommendations

### Chapter 2 – Summary of Outreach

Outreach was conducted by an Evergreen consultant over the course of one day. The consultant met with City employees and explained the process of the study and fielded questions that employees had about the study. Focus groups were conducted to solicit information from employees that gave Evergreen solid information to begin researching. Employees provided Evergreen their opinions on classifications that were outdated, behind market, or had trouble retaining employees.

Information was also provided on the employees' opinions of the biggest competitors to the City. Finally, employees provided information on all the positive aspects of employment with the City. Evergreen used employee opinions as a starting point for some data collection, but everything that was used in the course of this study was independently verified by Evergreen. A full summary of the outreach can be found in **Chapter 2** of this report.

### Chapter 3 - Assessment of Current Conditions

An assessment of current conditions was conducted to help Evergreen better understand the current standing of the City pay plan, demographics, and compensation structures. This assessment should be considered a snapshot in time and is reflective of the conditions present within the City upon the commencement of this study. This assessment was created using the data received from the City. By leveraging this information, Evergreen was able to gain a better understanding of the strengths and weaknesses of the current compensation system. A full summary of the Assessment of Current Conditions can be found in **Chapter 3** of this report.

### Chapter 4 - Market Summary

A salary survey was designed by Evergreen and approved by the City's human resources department. The external market was defined by Evergreen and approved by the City's human resources department. After the results were received, the data were analyzed to compare the City to the overall results. Combined with the JAT and Assessment of Current Conditions, the market survey gave Evergreen the foundational information needed to better understand the City's position relative to its labor market. A full summary of the market results can be found in **Chapter 4** of this report.

## Chapter 5 – Benefits Summary

A benefits survey was designed by Evergreen to garner information from targeted peers regarding their benefit policies. Information was collected on insurance coverage, leave policies, retirement plans, and other fringe benefits. A full report can be found in **Chapter 5** of this report.

## Chapter 6 – Recommendations

During the recommendations phase, Evergreen provided several different solution options based on their current relationship to market and the internal equity analysis. Solutions were provided that only require minor tweaks to the current compensation and classification systems, as well as some solutions that would require wholesale changes to City's current structure. Evergreen has provided the City with recommendations that can both leverage the current compensation structure and also help expand its ability to recruit and retain talent in the most competitive classifications. A full explanation of the recommendations can be found in **Chapter 6** of this report.

# Chapter 2 – Summary of Employee Outreach

On October 20, 2022, Evergreen consultants conducted 2 orientation sessions and 4 focus groups for the City of Cooper City. Orientation sessions were conducted in order to inform employees about the purpose of the study and provide an overall explanation of the study process while also giving employees information about the different ways they would be asked to participate in the study. Focus groups were designed to solicit open feedback from employees concerning a number of topics related to compensation, classification and benefits both in their respective departments and the city as a whole. Overall, the goal of these groups was to gauge the general employee sentiment towards the current compensation and classification structures of the city, while also gathering specific employee concerns. All sessions had excellent participation and lively discussions.

The observations in this chapter are a generalized summary of opinions, general themes, and trends expressed by employees who either participated in a focus group, interview or provided direct feedback to Evergreen. Information that may identify the commenter has been removed. It is important to note the views shared in this summary are perceptional in nature and may not necessarily reflect actual conditions in the city.

Comments are separated by the following four categories below:

2.1 General Feedback
2.2 Compensation & Classification
2.3 Market Peers
2.4 Summary

## 2.1 GENERAL FEEDBACK

The primary focus of this study is to address the Cooper City compensation and classification structures. However, it is important to understand how employees currently view employment at large within the City, and as a result, general feedback was sourced from employees on what brought them to work for the City and what were the primary factors that led to their continued employment. Employees were also asked about the benefits offerings, classifications with high turnover, who are some key competitors in the marketplace for talent and what they see as the key issues the study should address. The comments described in this section reflect the factors that incentivize prospective applicants to pursue employment with the City, and also reflect the reasons employees have decided to continue working for the City. These elements are important to highlight. Compensation, while an important factor in employee engagement, is often not the sole determination for where employees wish to work. In fact, employees in each focus group referenced the importance of non-compensation related factors when considering continued employment. The responses given ranged from

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positive attributes like location, job stability and pension plan. Additional comments expressed by employees include:

- **Benefits** – Employees expressed that the benefits package, while increasing in cost from years past, was a recognizable positive differentiator.

- **Culture** – Several employees cited a toxic work environment brought on by too much direct involvement from Commissioners and this was having a negative impact on morale and leading to higher turnover within the organization in the past few years.

- **Community** – Several employees shared their passion for serving the citizens of Cooper City and how rewarding serving the community can be.

Overall, personnel revealed that the City has historically been a wonderful to work with a number of distinct advantages in place for employees who desire the stability and improved work-life balance that comes with serving a smaller, family-first community. A common theme from staff was the growing concern that the Commissioners were too involved with day to day operations leading to a lack of trust and increased turnover for the City.

## 2.2 COMPENSATION AND CLASSIFICATION

As the main focus of this study, feedback on compensation and classification was solicited from employees. Employees were asked to identify any concerns, challenges, or limitations observed with how the city currently compensates and classifies its positions as well as non-compensation related factors contributing to overall employee satisfaction and engagement. It is important to note that the perceptions of employees listed below do not necessarily reflect or align with the data collected in the market survey, found in **Chapter 4.** The market survey data is qualitative while the feedback received through the in-person outreach sessions is more quantitative.

Specific feedback shared by employees related to compensation practices included the following:

- **External Equity** – Feedback on the competitiveness of pay in the City was unified with most employees sharing that they anticipate this study will reveal pay is lower than in neighboring municipalities. Many employees mentioned the lower pay and consistent turnover, especially in leadership positions was contributing to Cooper Cities difficultly recruiting and retaining talent. Several employees spoke of how the City historically would get more qualified applicants than was necessary and there was competition to gain employment at any level. Now, employees cited that when a job opening is posted they rarely get sufficient response and the often get zero qualified applicants. The general consensus was this was due to two main contributing factors. The first is that compensation was not competitive and the second was the City of gaining a reputation as a toxic workplace. The turnover in positions of leadership was highlighted during every outreach session. Specifically, the City Manager and Directors of Finance and Public Works classifications was referenced as positions that have high turnover with multiple incumbents in recent years. Several employees mentioned that the longest

tenured Director with the City was less than 3 years and there had been five City Managers in the past four years all of which was creating an organizational climate of continued uncertainty and change.

Additional positions that perceived their pay as below market mentioned during the focus group sessions include:

- Public Works Director (3 in last 2 years)
- Numerous openings for plant operator C license
- Utilities Field Maintenance workers
- Plant Technicians
- Purchasing Agent/Assistant or Procurement
- Arborist
- Park Rangers
- Mechanic
- Park attendants/Lifeguard
- Finance Department

The supervisor focus groups expressed the same concerns with current pay and organizational climate when compared to market peers.

- Internal Equity –There was a belief among employees that new hires were being hired at rates above those of tenured employees and that created wage compression. Employees in each focus group mentioned that a key issue was the City Commissions continued involvement in day to day operations and this was negatively impacting morale citywide. Another internal equity issue mentioned was that many employees felt that the job title did not accurately reflect the work being performed and that classification changes were necessary. Comments from employees included:

  - *"There has been a mass exodus in top management talent."*
  - *"Employees feel like a target is on our back".*
  - *"40 people have left the City in the last two years."*

- Turnover – Several reasons for the perceived high turnover were mentioned by employees during focus group sessions. Director level positions were mentioned as positions employees felt had an extremely high turnover ratio. Commissioner involvement and public criticism of City employees in public meetings by Commissioner's was referenced in each session as a major contributing factor as to why tenured employees were seeking employment elsewhere. At the time the outreach was conducted, it was observed all current Directors had less than three years of employment with the City in their current role. This lack of institutional knowledge for an established municipalitys' leadership team is unique especially when considering the turnover is not related to retirement but instead is a result of voluntary terminations. A few employees referred to the city as the "training ground" for neighboring cities. Many cited that employees in the Utilities Department specifically would start at Cooper City, receive valuable training and, once the requisite certifications were achieved, would then leave for another municipality or private company for additional compensation.

- **Staffing Levels/Vacancies** – Employees mentioned several vacant positions they did not believe would be filled due to the lack of qualified applicants. Insufficient staffing levels were also mentioned by numerous employees saying that service levels in the City had decreased as they are required to do more with less. Employees cited that turnover and extended vacancies required them to do essential job functions inconsistent with their core responsibilities for longer periods of time but without additional compensation or promotion. Several mentioned they had served in an interim capacity numerous times or for more than 6 months without additional compensation or promotion. "*If you are acting director, only get up to 10% increase while serving in that interim role.*"

- **Benefits (perceived strengths)** – Most employees spoke positively about their benefit offerings, specifically health insurance and pension, as part of the reason for initially seeking employment and remaining with the city.

- **Benefits (perceived weakness's)** – Employees expressed concern over the increasing costs associated with family health care coverage. The city's previous policy of funding health insurance benefits for employees who do not require family coverage was specifically identified as a significant benefit. The general feedback was that benefits are good but costs passed onto employees continue to increase and far outpacing any annual salary increases.

## 2.3 MARKET PEERS

Focus group participants were asked to name municipalities they considered to be both local and regional market peers, who they believe have similar characteristics to Cooper City. Employees mentioned It was generally recognized that market research should be complex and varied because the city has cities and counties of various sizes competing for talent with nearby municipalities. Respondents shared numerous public-sector municipalities and private competitors as well. Responses are listed below and were considered when developing the list of peers for the compensation and classification survey. Participants named the following municipalities with some frequency as the city's biggest competitors in terms of employee compensation and classification:

- Safety Harbor Sunrise
- Town of Davie
- Lauderdale Lakes
- Lauderdale by the Sea
- Lauder Hills
- Miramar
- West Palm
- Coconut Creek
- Coral Springs
- Broward County
- Parkland
- Ft. Pierce
- Ft. Lauderdale

- Dania Beach
- Deerfield Beach
- Plantation
- Tamarac
- Hollywood
- Oakland Park
- Lighthouse Point

## 2.4 SUMMARY

The feedback received by Evergreen Solutions provided a solid foundation for the development of recommendations for the City of Cooper City. The willingness of City employees to contribute to this dialogue in an honest and transparent manner was evident in the number of employees that took time to attend and share feedback with respect to potential compensation and classification strengths/weaknesses across the organization. These comments were verified and taken into consideration when identifying challenges and formulating recommendations for the City. The consensus was that Cooper City was once a preferred public sector employer with service oriented long tenured employees and a reputation for stability, fair compensation and excellent service. Employees mentioned that the City has changed significantly in the past few years and the work environment is making it difficult to recruit and retain employees. One memorable quote from an employee seemed to sum up the frustration of many stating, *"Cooper City is a family but it's a very dysfunctional family."*

Employees, especially tenured staff, spoke with great fondness about the reputation the City had as the employer of choice in the public sector for decades. Many stated that in the past they felt valued by City leadership but that now they feel as though they are under attack. Several attendees stated that if employees could receive clear direction of what was expected of them in their role and be given the resources to do it, they feel as though things could improve rapidly.

As a whole, the employees of the City of Cooper City enjoy serving city residents, feel a sense of pride in their work, love serving their community, commonly refer to themselves as part of a family, and strive to make distinct contributions to their organization and their community. The Evergreen Team used the information gathered from employees throughout the remainder of this study in order to arrive at appropriate recommendations for the City.

# Chapter 3 – Assessment of Current Conditions

The purpose of this chapter is to provide a statistical analysis of the Compensation and Classification system in place at the City at the start of this study. The assessment is divided into the following sections:

3.1 Analysis of the Pay Plan
3.2 Grade Placement Analysis
3.3 Quartile Analysis
3.4 Summary

The analysis represented in this chapter represents a snapshot in time – this chapter was built off of employee information collected in September of 2022. Every organization changes continuously, so this chapter is not meant to be a definitive statement on continuing compensation practices at the City. Rather, this AOCC is meant to represent the conditions that were in place when this study began. The data contained within provide the baseline for analyses through the course of this study but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen gained a better understanding of the structure and methods in place and identified issues for both further review and potential revision.

## 3.1 ANALYSIS OF THE PAY PLAN

The purpose of analyzing the pay plan used within the City is to help gain an overview of the compensation philosophy as it existed when the study began. The City had a system in place that categorized classifications by level and type of work. This system used numeric pay grades to represent classifications of varying level and responsibility. **Exhibit 3A** displays the City's pay plan summarized for ease of comparison. The exhibit provides the name; each pay grade on the plan; the value of each pay grade at minimum, midpoint, and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The City does use a single "ungraded" pay grade. An ungraded pay grade is one that does not include pay ranges.

The City's pay plan includes 22 occupied pay grades that hold 149 employees. The pay range spreads fall between 17.6 - 41.3 percent. Pay grades 4, 6, and 21 only have one employee, while pay grade 2 contains the most employees with 20.

## EXHIBIT 3A
## PAY PLAN SUMMARY

| Pay Plan | Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Progression | Employees |
|---|---|---|---|---|---|---|---|
| General | 1 | $ 21,840 | $ 25,022 | $ 28,205 | 29% | - | 6 |
| | 2 | $ 23,920 | $ 27,362 | $ 30,805 | 29% | 9% | 20 |
| | 3 | $ 28,080 | $ 32,594 | $ 37,107 | 32% | 19% | 12 |
| | 4 | $ 34,674 | $ 41,839 | $ 49,005 | 41% | 28% | 1 |
| | 5 | $ 75,733 | $ 82,420 | $ 89,107 | 18% | 97% | 3 |
| | 6 | $ 97,302 | $ 105,851 | $ 114,400 | 18% | 28% | 1 |
| | 10 | $ 34,680 | $ 41,841 | $ 49,002 | 41% | -60% | 8 |
| | 11 | $ 36,720 | $ 44,302 | $ 51,884 | 41% | 6% | 3 |
| | 13 | $ 40,800 | $ 49,225 | $ 57,649 | 41% | 11% | 19 |
| | 14 | $ 43,860 | $ 52,917 | $ 61,973 | 41% | 8% | 17 |
| | 15 | $ 45,900 | $ 55,378 | $ 64,855 | 41% | 5% | 10 |
| | 16 | $ 49,980 | $ 60,300 | $ 70,620 | 41% | 9% | 4 |
| | 17 | $ 53,040 | $ 63,992 | $ 74,944 | 41% | 6% | 11 |
| | 18 | $ 57,120 | $ 68,915 | $ 80,709 | 41% | 8% | 6 |
| | 19 | $ 60,180 | $ 72,607 | $ 85,033 | 41% | 5% | 5 |
| | 20 | $ 65,280 | $ 78,759 | $ 92,238 | 41% | 8% | 5 |
| | 21 | $ 69,360 | $ 83,682 | $ 98,003 | 41% | 6% | 1 |
| | 22 | $ 76,500 | $ 92,296 | $ 108,092 | 41% | 10% | 2 |
| | 23 | $ 82,620 | $ 99,680 | $ 116,740 | 41% | 8% | 2 |
| | 25 | $ 103,020 | $ 124,293 | $ 145,565 | 41% | 25% | 4 |
| | 26 | $ 115,260 | $ 139,060 | $ 162,859 | 41% | 12% | 2 |
| | - | - | - | - | - | - | 7 |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **149** |

Comparing the summary data in **Exhibit 3A** to best practices, a number of observations can be made regarding the City's pay plan. Based on the analysis of the pay plan, the following facts can be observed:

- Range spreads—generally set between 50-70 percent—are slightly narrower than you would typically see in the market today.
- The midpoint progression between grades is varied and does not increase in a consistent manner.
- The number of employees on each pay grade is widely varied with several grades having less than three employees.
- The minimum of any pay grade is $21,840 while the maximum of any pay grade is $162,859.

## 3.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis examines how employee salaries are distributed throughout the pay grades. This can help identify salary progression issues, which are usually accompanied by employee salaries that are clustered in segments of the pay grades. A clustering of employee salaries in the lower part of ranges can indicate a lack of salary progression for employees or a high level of employee turnover. A clustering of employee salaries in the high end of pay ranges can be a sign of high employee tenure or a sign that the pay ranges are behind market, forcing the organization to offer salaries near the maximum of the range to new hires. With regard to minimum and maximum salaries, employees at the grade minimum are typically newer to the organization or to the classification, while employees at the grade maximum are typically highly experienced and highly proficient in their classification. The Grade Placement Analysis examines how salaries compare to pay range minimums, midpoints, and maximums. Only pay grades with at least one incumbent are included in this analysis.

Exhibit 3B displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 1.3 percent (two total) of all employees are compensated at their pay grade's minimum. A larger percent of employees, 32.9 percent (49 total), are compensated at their pay grade's maximum.

## EXHIBIT 3B
## EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE

| Grade | Employees | # at Min | % at Min | # at Max | % at Max |
|---|---|---|---|---|---|
| 1 | 6 | 0 | 0.0% | 6 | 100.0% |
| 2 | 20 | 0 | 0.0% | 10 | 50.0% |
| 3 | 12 | 2 | 16.7% | 6 | 50.0% |
| 4 | 1 | 0 | 0.0% | 0 | 0.0% |
| 5 | 3 | 0 | 0.0% | 3 | 100.0% |
| 6 | 1 | 0 | 0.0% | 0 | 0.0% |
| 10 | 8 | 0 | 0.0% | 0 | 0.0% |
| 11 | 3 | 0 | 0.0% | 2 | 66.7% |
| 13 | 19 | 0 | 0.0% | 3 | 15.8% |
| 14 | 17 | 0 | 0.0% | 3 | 17.6% |
| 15 | 10 | 0 | 0.0% | 2 | 20.0% |
| 16 | 4 | 0 | 0.0% | 2 | 50.0% |
| 17 | 11 | 0 | 0.0% | 5 | 45.5% |
| 18 | 6 | 0 | 0.0% | 2 | 33.3% |
| 19 | 5 | 0 | 0.0% | 2 | 40.0% |
| 20 | 5 | 0 | 0.0% | 0 | 0.0% |
| 21 | 1 | 0 | 0.0% | 1 | 100.0% |
| 22 | 2 | 0 | 0.0% | 0 | 0.0% |
| 23 | 2 | 0 | 0.0% | 0 | 0.0% |
| 25 | 4 | 0 | 0.0% | 0 | 0.0% |
| 26 | 2 | 0 | 0.0% | 2 | 100.0% |
| - | 7 | 0 | 0.0% | 0 | 0.0% |
| **Total** | **149** | **2** | **1.3%** | **49** | **32.9%** |

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above pay grade midpoint. The percentages refer to the percentage of employees in each pay grade that are above and below midpoint. **Exhibit 3C** displays the results of this analysis: a total of 39 employees are compensated below their pay grade midpoint—which is 26.2 percent of all employees for the City. There are 102 employees compensated above the midpoint of their pay grade, which is 68.5 percent of all employees.

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## EXHIBIT 3C
## EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE

| Grade | Employees | # < Mid | % < Mid | # > Mid | % > Mid |
|---|---|---|---|---|---|
| 1 | 6 | 0 | 0.0% | 6 | 100.0% |
| 2 | 20 | 0 | 0.0% | 20 | 100.0% |
| 3 | 12 | 4 | 33.3% | 8 | 66.7% |
| 4 | 1 | 0 | 0.0% | 1 | 100.0% |
| 5 | 3 | 0 | 0.0% | 3 | 100.0% |
| 6 | 1 | 0 | 0.0% | 1 | 100.0% |
| 10 | 8 | 5 | 62.5% | 3 | 37.5% |
| 11 | 3 | 1 | 33.3% | 2 | 66.7% |
| 13 | 19 | 10 | 52.6% | 9 | 47.4% |
| 14 | 17 | 5 | 29.4% | 12 | 70.6% |
| 15 | 10 | 0 | 0.0% | 10 | 100.0% |
| 16 | 4 | 0 | 0.0% | 4 | 100.0% |
| 17 | 11 | 4 | 36.4% | 7 | 63.6% |
| 18 | 6 | 2 | 33.3% | 4 | 66.7% |
| 19 | 5 | 0 | 0.0% | 4 | 80.0% |
| 20 | 5 | 2 | 40.0% | 3 | 60.0% |
| 21 | 1 | 0 | 0.0% | 1 | 100.0% |
| 22 | 2 | 2 | 100.0% | 0 | 0.0% |
| 23 | 2 | 1 | 50.0% | 1 | 50.0% |
| 25 | 4 | 3 | 75.0% | 1 | 25.0% |
| 26 | 2 | 0 | 0.0% | 2 | 100.0% |
| - | 7 | 0 | 0.0% | 0 | 0.0% |
| **Total** | **149** | **39** | **26.2%** | **102** | **68.5%** |

## 3.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. Here, each pay grade is divided into four segments of equal width, called quartiles. The first quartile represents the first 25 percent of the pay range; the second quartile represents the part of the range above the first quartile up to the mathematical midpoint; the third quartile represents the part of the range from the midpoint to 75 percent of the pay range; and the fourth quartile represents the part of the range above the third quartile up to the pay range maximum. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, in order to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.

**Exhibit 3D** shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e. how long an employee has worked for the City) by quartile. Overall, data provide that 6.4 percent of employees fall into Quartile 1 of their respective grade; 21.3 percent fall into Quartile 2; 17.0 percent fall into Quartile 3; and 55.3 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

Specifically, overall average tenure increases as quartile increases; the average tenure in Quartile 1 is 1.4 years; in Quartile 2 is 4.0 years; in Quartile 3 is 6.9 years; and in Quartile 4 is 9.8 years. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

**Exhibit 3E** displays a graphical representation of the data contained in **Exhibit 3D**. Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile. For example, pay grade 1 has zero employees in Quartiles 1, 2, or 3. That pay grade is represented by a 100 percent green bar, showing that 100 percent of grade 1 employees are in Quartile 4. Pay grade 3 has employees in all four quartiles, however, and is consequently represented with bars displaying all four colors, corresponding to the percentage of employees for each pay grade in each quartile.

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## EXHIBIT 3D
## QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION

| GRADE | Total Employees | Average Tenure | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | # Employees | Avg Tenure | # Employees | Avg Tenure | # Employees | Avg Tenure | # Employees | Avg Tenure |
| 1 | 6 | 3.6 | 0 | - | 0 | - | 0 | - | 6 | 3.6 |
| 2 | 20 | 2.5 | 0 | - | 0 | - | 0 | - | 20 | 2.5 |
| 3 | 12 | 6.0 | 2 | 0.3 | 2 | 0.6 | 2 | 7.7 | 6 | 9.1 |
| 4 | 1 | 0.4 | 0 | - | 0 | - | 0 | - | 1 | 0.4 |
| 5 | 3 | 9.4 | 0 | - | 0 | - | 0 | - | 3 | 9.4 |
| 6 | 1 | 4.3 | 0 | - | 0 | - | 1 | 4.3 | 0 | - |
| 10 | 8 | 5.7 | 1 | 0.9 | 4 | 4.0 | 2 | 6.4 | 1 | 15.8 |
| 11 | 3 | 11.4 | 0 | - | 1 | 0.6 | 0 | - | 2 | 16.8 |
| 13 | 19 | 6.6 | 2 | 0.6 | 8 | 3.7 | 4 | 3.2 | 5 | 16.3 |
| 14 | 17 | 10.6 | 0 | - | 5 | 6.5 | 6 | 9.7 | 6 | 14.8 |
| 15 | 10 | 13.6 | 0 | - | 0 | - | 4 | 11.4 | 6 | 15.1 |
| 16 | 4 | 9.8 | 0 | - | 0 | - | 2 | 6.5 | 2 | 13.0 |
| 17 | 11 | 10.1 | 0 | - | 4 | 1.2 | 0 | - | 7 | 15.2 |
| 18 | 6 | 11.5 | 1 | 1.9 | 1 | 6.4 | 0 | - | 4 | 15.2 |
| 19 | 4 | 10.8 | 0 | - | 0 | - | 1 | 0.9 | 3 | 17.1 |
| 20 | 5 | 7.2 | 1 | 0.4 | 1 | 7.6 | 1 | 1.5 | 2 | 13.3 |
| 21 | 1 | 29.6 | 0 | - | 0 | - | 0 | - | 1 | 29.6 |
| 22 | 2 | 8.7 | 0 | - | 2 | 8.7 | 0 | - | 0 | - |
| 23 | 2 | 0.5 | 0 | - | 1 | 0.7 | 1 | 0.3 | 0 | - |
| 25 | 4 | 2.7 | 2 | 3.8 | 1 | 2.7 | 0 | - | 1 | 0.7 |
| 26 | 2 | 0.5 | 0 | - | 0 | - | 0 | - | 2 | 0.5 |
| - | 0 | 4.1 | 0 | - | 0 | - | 0 | - | 0 | - |
| **Overall** | **141** | **7.5** | **9** | **1.4** | **30** | **4.0** | **24** | **6.9** | **78** | **9.8** |

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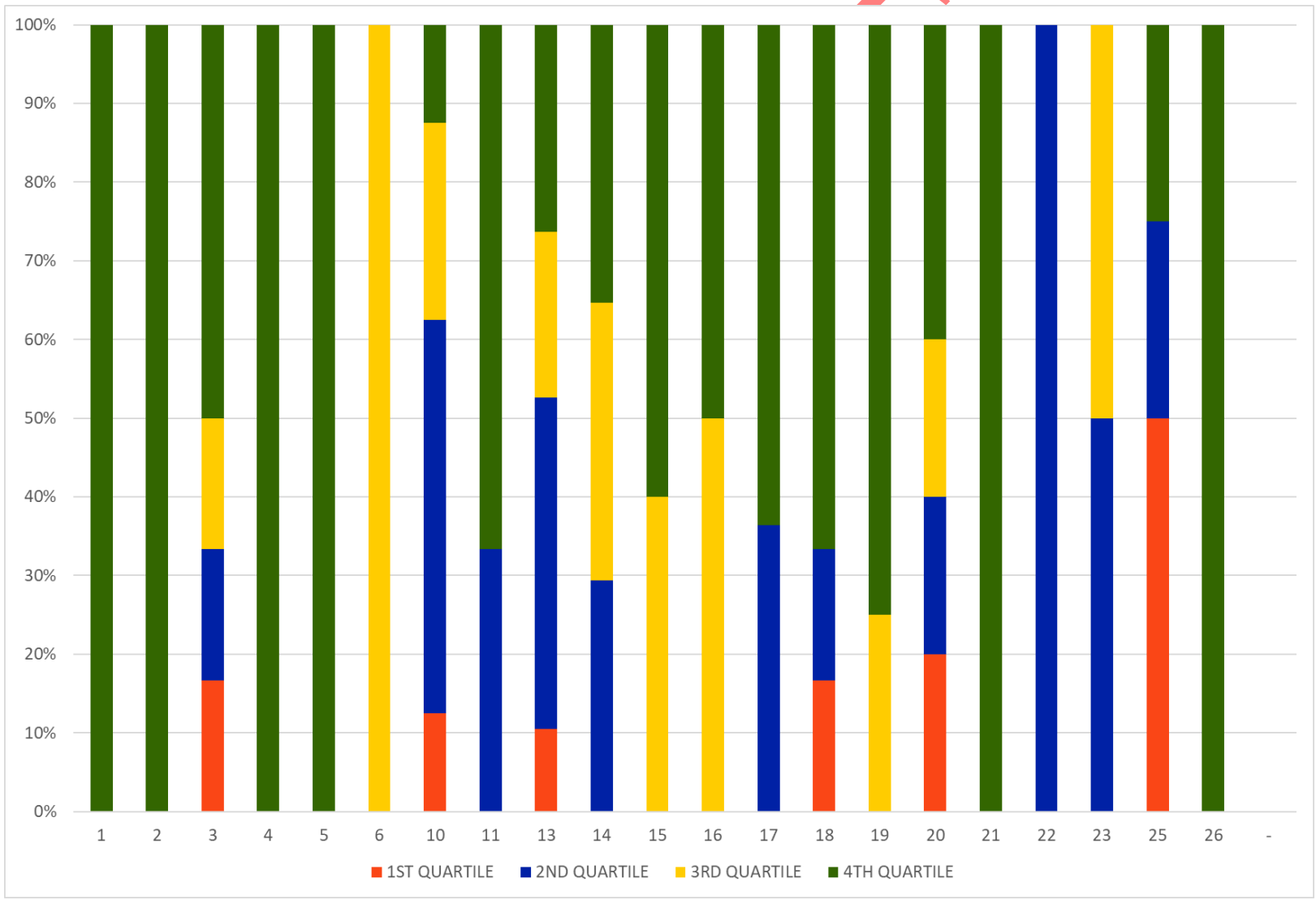
EXHIBIT 3E
QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One thing that can be observed is that as one Quartile is observed to the next, the percentage of employees occupying it generally increases. This could be a result of market competition increasing and the city responding by hiring and retaining individuals at higher points of their grade.. Another possible explanation is as you move to higher pay grades, positions are more competitive on the open market. There are typically more certifications required, more experience is desirable, and there are fewer employees available to fill the position. That requires the City to bid up the price of a new hire in order to attract high quality employees. It is impossible to determine why this pattern is occurring without more data. However, it is something that bears watching in the future, as the City could gather valuable information about itself.

## 3.4 SUMMARY

There were many observations made with respect to the City's compensation system in place at the beginning of the study.

- Range spreads, generally recommended to be between 50-70 percent, varies across several grades. The City's one plan has range spreads varying from 18 percent up to 41 percent.

- More than half of employees are paid above their pay grade midpoint.

- A little less than one quarter of employees (6.4 percent) are in Quartile 1 of their pay grade. This can indicate a workforce with high turnover or that has recently expanded with many new hires. Further analysis is required to determine the cause of this imbalance.

This analysis acts as a starting point for development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen is able to make recommendations that will ensure that the City's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.

# Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the City's compensation practices against that of its market peers, in order to establish how competitive the City is with the market. One of the key study goals was to reestablish the City's competitive position in the marketplace. There was an anticipation by employees during the outreach process and initial meetings with the City project leadership team that the City pay ranges were not competitive. To deliver this primary study objective, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study, however, market conditions can change rapidly. The current national trend for public sector employment has seen consistent increases of 5%. With a rapidly changing and increasing labor market, it is necessary to perform market surveys of peer organizations at regular intervals in order for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the City's overall structural standing in the market but are not the only compensation factor when building a modernized pay plan. The updated pay ranges reported in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 6.**

Evergreen conducted a comprehensive market salary survey for the City, which included soliciting 22 target peer organizations (18 cities and one county) for 70 benchmark positions. Of the 22 total organizations contacted, 14 responded and provided data for the benchmark positions. Target peers were selected based on a number of factors, including geographic proximity, resource level, job overlap, and size. Target organizations were also identified for their competition to the City for employee recruitment and retention efforts. The final list of market peers was developed through the feedback received from City employees during in-person outreach sessions, collaboration with the City project leadership team and recommendations provided by Evergreen consultants. A draft targets and benchmarks file was created and submitted to the City project leadership team for approval prior to soliciting the market for salary data used when creating the market survey results. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.

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## EXHIBIT 4A
## RESPONDENT MARKET PEERS

| Respondent Organizations |
|---|
| Coconut Creek, FL |
| Coral Springs, FL |
| Dania Beach, FL |
| Deerfield Beach, FL |
| Ft. Pierce, FL |
| Ft. Lauderdale, FL |
| Hallandale, FL |
| Hollywood, FL |
| Lauderhill, FL |
| Lauderdale Lakes, FL |
| Lighthouse Point, FL |
| Miramar, FL |
| Oakland Park, FL |
| Parkland, FL |
| Plantation, FL |
| Town of Davie, FL |
| West Palm Beach, FL |
| Sunrise, FL |
| Pompano, FL |
| Margate, FL |
| Tamarac, FL |
| Broward County, FL |

Because the data collected for the market summary was from various regions, it was necessary to adjust peer responses relative to the City based on cost-of-living. For all organizations that fell outside the City's immediate region, a cost-of-living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the City's local area. Evergreen utilizes cost-of-living index information from the Council for Community and Economic Research. For peer cities, the cost-of-living index is applied based on the county in which the city is located. Cost of Living figures for the City and each of the respondent market peers are located in **Exhibit 4B**.

EXHIBIT 4B
RESPONDENTS WITH COST-OF-LIVING ADJUSTMENTS

| Organization | Cost of Living |
|---|---|
| **City of Cooper City** | **109.2** |
| Coconut Creek, FL | 109.2 |
| Coral Springs, FL | 109.2 |
| Dania Beach, FL | 109.2 |
| Deerfield Beach, FL | 109.2 |
| Ft. Pierce, FL | 97.8 |
| Ft. Lauderdale, FL | 109.2 |
| Hallandale, FL | 109.2 |
| Hollywood, FL | 109.2 |
| Lauderhill, FL | 109.2 |
| Lauderdale Lakes, FL | 109.2 |
| Lighthouse Point, FL | 109.2 |
| Miramar, FL | 109.2 |
| Oakland Park, FL | 109.2 |
| Parkland, FL | 109.2 |
| Plantation, FL | 109.2 |
| Town of Davie, FL | 109.2 |
| West Palm Beach, FL | 115.4 |
| Sunrise, FL | 109.2 |
| Pompano, FL | 109.2 |
| Margate, FL | 109.2 |
| Tamarac, FL | 109.2 |
| Broward County, FL | 109.2 |

## 4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percent differentials of the City's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the City's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the City's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the City not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are included in the survey, not every peer organization possesses an appropriate match. Consequently, the benchmarks receive varying levels of response. For the purpose of this study, all positions that received fewer than five matches from market peers were not considered in establishing the City's competitive position. Federal guidelines require having at least five responses to be included in the survey results. Of the 70 positions surveyed, 68 had a sufficient response for inclusion.

# EXHIBIT 4C
# MARKET SURVEY RESULTS

| ID | Classification | Survey Minimum | | Survey Midpoint | | Survey Maximum | | Survey Avg Range | # Resp. |
|---|---|---|---|---|---|---|---|---|---|
| | | Average | % Diff | Average | % Diff | Average | % Diff | | |
| 1 | Administrative Specialist | $40,004.75 | 2.0% | $50,089.17 | -1.7% | $60,173.59 | -4.3% | 50.4% | 13 |
| 2 | Budget Analyst | $62,020.74 | -29.9% | $78,430.82 | -34.5% | $94,840.90 | -37.6% | 52.9% | 10 |
| 3 | COMMUNICATIONS COORDINATOR | $57,123.32 | 0.0% | $71,252.65 | -3.3% | $85,381.98 | -5.6% | 49.5% | 5 |
| 4 | Executive Assistant to Elected Officials | $56,195.86 | 1.6% | $70,949.06 | -2.9% | $85,702.25 | -6.0% | 52.5% | 12 |
| 5 | Senior Administrative Specialist | $43,624.33 | 0.5% | $54,896.42 | -3.7% | $66,168.50 | -6.5% | 51.7% | 11 |
| 6 | Assistant City Clerk | $64,575.79 | -12.3% | $82,058.39 | -17.4% | $99,540.98 | -20.9% | 54.1% | 7 |
| 7 | City Clerk | $99,908.61 | -18.9% | $128,128.19 | -25.0% | $156,347.78 | -29.0% | 56.5% | 8 |
| 8 | Planner | $57,238.29 | -0.2% | $72,987.64 | -5.7% | $88,737.00 | -9.5% | 55.0% | 13 |
| 9 | Administrative Coordinator | $50,712.95 | 4.5% | $63,909.14 | 0.1% | $77,105.34 | -2.8% | 52.0% | 9 |
| 10 | Building Inspector | $66,311.16 | -9.7% | $82,423.06 | -12.7% | $98,534.96 | -14.7% | 48.6% | 7 |
| 11 | Assistant Community Development | $90,134.21 | -16.4% | $114,890.22 | -21.8% | $139,646.22 | -25.5% | 54.9% | 8 |
| 12 | Building Official | $105,942.29 | -8.5% | $135,759.51 | -24.8% | $165,576.73 | -36.6% | 56.3% | 10 |
| 13 | METER READER | $36,778.30 | -26.8% | $46,717.51 | -35.6% | $56,656.73 | -41.7% | 54.0% | 7 |
| 14 | Customer Service Representative II | $39,138.44 | 4.2% | $48,857.53 | 0.7% | $58,576.61 | -1.6% | 49.7% | 6 |
| 15 | Customer Service Representative III | $45,312.59 | -3.3% | $56,275.10 | -6.2% | $67,237.60 | -8.1% | 48.4% | 7 |
| 16 | Accounting Technician | $40,920.56 | -0.3% | $51,910.39 | -5.3% | $62,900.22 | -8.7% | 53.7% | 12 |
| 17 | Senior IT Technician | $58,281.48 | 3.2% | $73,643.16 | -1.4% | $89,004.83 | -4.6% | 52.7% | 6 |
| 18 | Accountant | $57,716.75 | -8.4% | $73,777.87 | -14.2% | $89,839.00 | -18.1% | 55.6% | 13 |
| 19 | Purchasing Agent | $59,111.50 | 1.8% | $75,117.44 | -3.4% | $91,123.38 | -6.9% | 54.1% | 11 |
| 20 | Information Systems Manager | $75,008.12 | 2.0% | $98,092.33 | -6.1% | $121,176.55 | -11.4% | 61.6% | 5 |
| 21 | Assistant Finance Director | $101,667.67 | -20.7% | $131,016.41 | -27.2% | $160,365.15 | -31.5% | 57.7% | 11 |
| 22 | Finance Director/CFO | $129,613.74 | -11.7% | $165,974.28 | -17.6% | $202,334.81 | -21.6% | 56.1% | 12 |
| 23 | City Manager | $194,485.05 | | $240,132.29 | | $285,779.54 | | 46.9% | 2 |
| 24 | Human Resources Programs Administrator | $61,411.55 | -2.0% | $77,385.29 | -6.4% | $93,359.03 | -9.3% | 52.0% | 10 |
| 25 | Human Resources Director/Risk Manager | $121,945.96 | -16.8% | $155,873.34 | -22.5% | $189,800.71 | -26.4% | 55.6% | 12 |
| 26 | Maintenance Technician II | $39,470.81 | -12.9% | $49,799.14 | -17.4% | $60,127.46 | -20.4% | 52.3% | 11 |
| 27 | Customer Service Representative I | $36,758.11 | -5.8% | $45,970.73 | -9.4% | $55,183.34 | -11.9% | 50.1% | 10 |
| 28 | Tradesworker I | $42,956.53 | -5.1% | $54,418.44 | -10.0% | $65,880.36 | -13.3% | 53.3% | 9 |
| 29 | Tradesworker II | $49,697.25 | -12.5% | $62,034.18 | -15.9% | $74,371.11 | -18.2% | 49.6% | 6 |
| 30 | Equipment Operator | $39,797.98 | 9.7% | $50,072.19 | 5.5% | $60,346.40 | 2.7% | 51.6% | 11 |
| 31 | Fleet Mechanic | $44,001.87 | 4.2% | $55,397.61 | 0.0% | $66,793.35 | -2.9% | 51.8% | 11 |
| 32 | Horticultural Technician | $39,008.17 | 4.5% | $50,162.59 | -1.9% | $61,317.00 | -6.2% | 57.1% | 6 |
| 33 | Structural Inspector/Plans Examiner (FT) | $69,688.93 | -6.5% | $86,886.20 | -9.8% | $104,083.46 | -12.1% | 49.4% | 7 |
| 34 | Public Works Coordinator | $53,246.95 | 20.3% | $67,166.55 | 15.9% | $81,086.16 | 12.9% | 52.3% | 5 |
| 35 | Facility Maintenance Supervisor | $59,936.41 | 8.5% | $75,264.06 | 4.5% | $90,591.71 | 1.8% | 51.1% | 11 |
| 36 | Fleet Maintenance Supervisor | $63,761.72 | -5.8% | $81,404.27 | -11.4% | $99,046.83 | -15.2% | 55.3% | 9 |
| 37 | Chief Structural Inspector (FT) | $68,510.14 | -4.8% | $86,760.28 | -9.7% | $105,010.42 | -13.0% | 53.3% | 9 |
| 38 | STRUCTURAL INSPECTOR/PLANS | $72,244.63 | 4.7% | $90,713.50 | -9.6% | $109,182.36 | -20.2% | 51.1% | 11 |
| 39 | CHIEF ELECTRICAL INSPECTOR | $75,156.34 | 0.8% | $94,622.02 | -13.8% | $114,087.69 | -24.6% | 51.8% | 10 |
| 40 | Assistant Building Official/Chief Plumbing | $86,805.25 | -13.6% | $110,105.14 | -28.8% | $133,405.04 | -39.8% | 53.7% | 10 |
| 41 | COMMUNITY DEVELOPMENT DIRECTOR | $117,232.30 | -12.9% | $147,102.39 | -16.8% | $176,972.48 | -19.5% | 51.0% | 5 |
| 42 | Public Works Director | $120,095.06 | -15.3% | $155,238.87 | -22.1% | $190,382.69 | -26.7% | 58.5% | 8 |
| 43 | Lifeguard II/WSI | $33,577.79 | -33.6% | $42,477.42 | -43.3% | $51,377.05 | -50.1% | 53.0% | 8 |
| 44 | Park Attendant | $31,283.40 | -26.7% | $40,156.84 | -37.9% | $49,030.28 | -45.7% | 56.7% | 6 |
| 45 | YOUTH PROGRAM INSTRUCTOR | $31,042.27 | -10.0% | $39,895.71 | -20.1% | $48,749.15 | -27.1% | 57.0% | 8 |
| 46 | ADULT PROGRAM RECREATION AIDE | $31,495.92 | -11.5% | $40,625.66 | -21.9% | $49,755.40 | -29.1% | 57.9% | 9 |
| 47 | Swim Coach | $30,435.16 | -8.0% | $39,491.59 | -19.1% | $48,548.03 | -26.7% | 59.5% | 6 |
| 48 | Head Lifeguard | $39,551.17 | -13.1% | $50,040.17 | -17.8% | $60,529.17 | -21.0% | 53.0% | 9 |
| 49 | Recreation Specialist (Recreation Leader) | $38,018.54 | -9.2% | $47,797.81 | -13.3% | $57,577.09 | -16.1% | 51.4% | 8 |
| 50 | Program Instructor | $33,713.30 | -18.2% | $43,324.97 | -28.3% | $52,936.64 | -35.2% | 56.9% | 5 |
| 51 | PARK RANGER | $38,676.31 | -5.2% | $49,123.23 | -10.3% | $59,570.16 | -13.8% | 54.0% | 10 |
| 52 | Adult Program Specialist | $44,055.49 | -0.4% | $56,079.24 | -5.8% | $68,102.98 | -9.4% | 54.6% | 7 |
| 53 | Facility and Recreation Assistant | $36,455.39 | 0.7% | $46,788.15 | -5.5% | $57,120.91 | -9.6% | 56.7% | 5 |
| 54 | Parks & Recreation Manager (Parks and Recreation Coordinator) | $61,259.27 | -14.4% | $79,185.24 | -21.2% | $97,111.22 | -25.8% | 58.5% | 10 |
| 55 | Parks & Recreation Assistant Director (Parks and Recreation Supervisor) | $86,607.21 | -36.0% | $111,028.76 | -41.8% | $135,450.31 | -45.7% | 56.4% | 12 |
| 56 | Parks and Recreation Director | $118,219.91 | -13.7% | $150,191.98 | -18.9% | $182,164.04 | -22.3% | 54.1% | 11 |
| 57 | Utilities Mechanic I | $44,997.84 | -9.8% | $56,568.45 | -13.9% | $68,139.05 | -16.7% | 51.4% | 11 |
| 58 | Treatment Plant Operator Trainee | $41,143.22 | 6.4% | $50,967.07 | 3.8% | $60,790.92 | 1.9% | 47.8% | 5 |
| 59 | Utilities Mechanic II | $47,148.99 | -2.7% | $58,467.05 | -5.4% | $69,785.10 | -7.3% | 48.0% | 9 |
| 60 | Treatment Plant Operator I | $48,501.36 | -5.5% | $61,308.79 | -10.2% | $74,116.21 | -13.3% | 52.8% | 9 |
| 61 | Treatment Plant Operator II | $51,467.01 | -2.9% | $65,167.40 | -7.8% | $78,867.80 | -11.0% | 53.2% | 7 |
| 62 | Utilities Electrician | $51,391.72 | -2.8% | $65,212.63 | -7.8% | $79,033.53 | -11.2% | 53.8% | 11 |
| 63 | Utilities Supervisor (Utilities Foreman) | $61,590.15 | -14.9% | $77,042.31 | -18.5% | $92,494.46 | -21.0% | 50.2% | 11 |
| 64 | Engineering Inspector/Plans Examiner | $59,393.73 | -11.3% | $73,763.35 | -14.2% | $88,132.96 | -16.2% | 48.4% | 9 |
| 65 | Field Operations Superintendent (Field Operations Supervisor) | $74,474.03 | -13.2% | $92,964.22 | -16.5% | $111,454.41 | -18.9% | 49.7% | 5 |
| 66 | Chief Plant Operator | $59,322.16 | -3.8% | $75,725.57 | -9.4% | $92,128.98 | -13.2% | 55.3% | 4 |
| 67 | Plant Operations Superintendent (Plant Operations Supervisor) | $70,149.15 | -1.1% | $89,053.48 | -6.2% | $107,957.81 | -9.7% | 53.9% | 9 |
| 68 | Utilities Director/City Engineer | $112,846.54 | 2.1% | $144,581.44 | -3.9% | $176,316.34 | -7.9% | 56.2% | 8 |
| 69 | Assistant Utilities Director | $93,859.66 | -1.5% | $120,389.20 | -6.8% | $146,918.74 | -10.3% | 56.5% | 7 |
| 70 | ERP Administrator | $60,291.58 | -12.8% | $75,647.29 | -16.7% | $91,003.00 | -19.4% | 50.9% | 6 |
| **Overall Average** | | | **-7.0%** | | **-12.9%** | | **-16.9%** | **53.3%** | **8.6** |
| **Outliers Removed*** | | | **-6.2%** | | **-12.0%** | | **-16.0%** | **53.4%** | **8.8** |

*Meeting Date: 01/09/2024 Item #12.*

## 4.2 SALARY SURVEY RESULTS

### Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the City is currently 6.2 percent below the market average minimum, when considering positions with sufficient responses. The City's benchmark positions ranged from 36.0 percent below to 9.7 percent above at the market minimum.

The following points are regarding the City's position relative to the market average minimum:

- Of these 68 positions, 51 were below market, averaging 11.0 percent below. These 51 classifications represent roughly 75.0 percent of the surveyed positions receiving sufficient response.

- Of the 51 positions below market, 26 were more than 10 percent below the average market minimum. These positions are displayed in **Exhibit 4D.**

EXHIBIT 4D
CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MINIMUM

| Classification | % Diff |
|---|---|
| Parks & Recreation Assistant Director (Parks and Recreation Supervisor) | -36.0% |
| Lifeguard II/WSI | -33.6% |
| Budget Analyst | -29.9% |
| METER READER | -26.8% |
| Park Attendant | -26.7% |
| Assistant Finance Director | -20.7% |
| City Clerk | -18.9% |
| Program Instructor | -18.2% |
| Human Resources Director/Risk Manager | -16.8% |
| Assistant Community Development Director | -16.4% |
| Public Works Director | -15.3% |
| Utilities Supervisor (Utilities Foreman) | -14.9% |
| Parks & Recreation Manager (Parks and Recreation Coordinator) | -14.4% |
| Parks and Recreation Director | -13.7% |
| Assistant Building Official/Chief Plumbing an | -13.6% |
| Field Operations Superintendent (Field Operations Supervisor) | -13.2% |
| Head Lifeguard | -13.1% |
| Maintenance Technician II | -12.9% |
| COMMUNITY DEVELOPMENT DIRECTOR | -12.9% |
| ERP Administrator | -12.8% |
| Tradesworker II | -12.5% |
| Assistant City Clerk | -12.3% |
| Finance Director/CFO | -11.7% |
| ADULT PROGRAM RECREATION AIDE | -11.5% |
| Engineering Inspector/Plans Examiner | -11.3% |
| YOUTH PROGRAM INSTRUCTOR | -10.0% |

- Of these 68 positions, 17 were above market, averaging 3.6 percent above. These 17 classifications represent roughly 25.0 percent of the surveyed positions receiving sufficient response.

- Of the 17 positions above market, 17 were above the average market minimum. These positions are displayed in **Exhibit 4E.**

EXHIBIT 4E
CLASSIFICATIONS ABOVE THE MINIMUM

| Classification | % Diff |
|---|---|
| Equipment Operator | 9.7% |
| Facility Maintenance Supervisor | 8.5% |
| Treatment Plant Operator Trainee | 6.4% |
| STRUCTURAL INSPECTOR/PLANS EXAMINER (PT) | 4.7% |
| Horticultural Technician | 4.5% |
| Administrative Coordinator | 4.5% |
| Fleet Mechanic | 4.2% |
| Customer Service Representative II | 4.2% |
| Senior IT Technician | 3.2% |
| Utilities Director/City Engineer | 2.1% |
| Information Systems Manager | 2.0% |
| Administrative Specialist | 2.0% |
| Purchasing Agent | 1.8% |
| Executive Assistant to Elected Officials | 1.6% |
| CHIEF ELECTRICAL INSPECTOR | 0.8% |
| Facility and Recreation Assistant | 0.7% |
| Senior Administrative Specialist | 0.5% |

## Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the City is currently 12 percent below the market average midpoint, when considering positions with sufficient responses. The City's benchmark positions ranged from 43.3 percent below to 5.5 percent above at the market midpoint.

The following points are regarding the City's position relative to the market average midpoint:

- Of these 68 positions, 63 were below market, averaging 14.5 percent below. These 63 classifications represent roughly 92.6 percent of the surveyed positions receiving sufficient response.

- Of the 63 positions below market, 37 were more than 10 percent below the average market minimum. These positions are displayed in **Exhibit 4F.**

## EXHIBIT 4F
## CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MIDPOINT

| Classification | % Diff |
|---|---|
| Lifeguard II/WSI | -43.3% |
| Parks & Recreation Assistant Director (Parks and Recreation Supervisor) | -41.8% |
| Park Attendant | -37.9% |
| METER READER | -35.6% |
| Budget Analyst | -34.5% |
| Assistant Building Official/Chief Plumbing an | -28.8% |
| Program Instructor | -28.3% |
| Assistant Finance Director | -27.2% |
| City Clerk | -25.0% |
| Building Official | -24.8% |
| Human Resources Director/Risk Manager | -22.5% |
| Public Works Director | -22.1% |
| ADULT PROGRAM RECREATION AIDE | -21.9% |
| Assistant Community Development Director | -21.8% |
| Parks & Recreation Manager (Parks and Recreation Coordinator) | -21.2% |
| YOUTH PROGRAM INSTRUCTOR | -20.1% |
| Swim Coach | -19.1% |
| Parks and Recreation Director | -18.9% |
| Utilities Supervisor (Utilities Foreman) | -18.5% |
| Head Lifeguard | -17.8% |
| Finance Director/CFO | -17.6% |
| Assistant City Clerk | -17.4% |
| Maintenance Technician II | -17.4% |
| COMMUNITY DEVELOPMENT DIRECTOR | -16.8% |
| ERP Administrator | -16.7% |
| Field Operations Superintendent (Field Operations Supervisor) | -16.5% |
| Tradesworker II | -15.9% |
| Accountant | -14.2% |
| Engineering Inspector/Plans Examiner | -14.2% |
| Utilities Mechanic I | -13.9% |
| CHIEF ELECTRICAL INSPECTOR | -13.8% |
| Recreation Specialist (Recreation Leader) | -13.3% |
| Building Inspector | -12.7% |
| Fleet Maintenance Supervisor | -11.4% |
| PARK RANGER | -10.3% |
| Treatment Plant Operator I | -10.2% |
| Tradesworker I | -10.0% |

- Of these 68 positions, five were above market, averaging 2.9 percent above. These five classifications represent roughly 7.4 percent of the surveyed positions receiving sufficient response.

- Of the five positions above market, five were above the average market midpoint. These positions are displayed in **Exhibit 4G.**

EXHIBIT 4G
CLASSIFICATIONS ABOVE THE MIDPOINT

| Classification | % Diff |
|---|---|
| Equipment Operator | 5.5% |
| Facility Maintenance Supervisor | 4.5% |
| Treatment Plant Operator Trainee | 3.8% |
| Customer Service Representative II | 0.7% |
| Administrative Coordinator | 0.1% |

## Market Maximums

The pay range maximum averages, and how they compare to the City's, are also detailed in **Exhibit 4C**. As seen in **Exhibit 4C**, the City is currently 16 percent below the market average maximum, when considering positions with sufficient responses. The City's benchmark positions ranged from 50.1 percent below to 2.7 percent above at the market maximum.

The following points are regarding the City's position relative to the market average maximum:

- Of these 68 positions, 65 were below market, averaging 18.2 percent below. These 65 classifications represent roughly 4.4 percent of the surveyed positions receiving sufficient response.

- Of the 65 positions below market, 45 were more than 10 percent below the average market maximum. These positions are displayed in **Exhibit 4H.**

# EXHIBIT 4H
# CLASSIFICATIONS MORE THAN 10 PERCENT BELOW THE MAXIMUM

| Classification | % Diff |
|---|---|
| Lifeguard II/WSI | -50.1% |
| Parks & Recreation Assistant Director (Parks and Recreation Supervisor) | -45.7% |
| Park Attendant | -45.7% |
| METER READER | -41.7% |
| Assistant Building Official/Chief Plumbing an | -39.8% |
| Budget Analyst | -37.6% |
| Building Official | -36.6% |
| Program Instructor | -35.2% |
| Assistant Finance Director | -31.5% |
| ADULT PROGRAM RECREATION AIDE | -29.1% |
| City Clerk | -29.0% |
| YOUTH PROGRAM INSTRUCTOR | -27.1% |
| Swim Coach | -26.7% |
| Public Works Director | -26.7% |
| Human Resources Director/Risk Manager | -26.4% |
| Parks & Recreation Manager (Parks and Recreation Coordinator) | -25.8% |
| Assistant Community Development Director | -25.5% |
| CHIEF ELECTRICAL INSPECTOR | -24.6% |
| Parks and Recreation Director | -22.3% |
| Finance Director/CFO | -21.6% |
| Head Lifeguard | -21.0% |
| Utilities Supervisor (Utilities Foreman) | -21.0% |
| Assistant City Clerk | -20.9% |
| Maintenance Technician II | -20.4% |
| STRUCTURAL INSPECTOR/PLANS EXAMINER (PT) | -20.2% |
| COMMUNITY DEVELOPMENT DIRECTOR | -19.5% |
| ERP Administrator | -19.4% |
| Field Operations Superintendent (Field Operations Supervisor) | -18.9% |
| Tradesworker II | -18.2% |
| Accountant | -18.1% |
| Utilities Mechanic I | -16.7% |
| Engineering Inspector/Plans Examiner | -16.2% |
| Recreation Specialist (Recreation Leader) | -16.1% |
| Fleet Maintenance Supervisor | -15.2% |
| Building Inspector | -14.7% |
| PARK RANGER | -13.8% |
| Treatment Plant Operator I | -13.3% |
| Tradesworker I | -13.3% |
| Chief Structural Inspector (FT) | -13.0% |
| Structural Inspector/Plans Examiner (FT) | -12.1% |
| Customer Service Representative I | -11.9% |
| Information Systems Manager | -11.4% |
| Utilities Electrician | -11.2% |
| Treatment Plant Operator II | -11.0% |
| Assistant Utilities Director | -10.3% |

- Of these 68 positions, three were above market, averaging 2.1 percent above. These three classifications represent roughly 4.4 percent of the surveyed positions receiving sufficient response.

- Of the three positions above market, three were above the average market maximum. These positions are displayed in **Exhibit 4I.**

**EXHIBIT 4I**
**CLASSIFICATIONS ABOVE THE MAXIMUM**

| Classification | % Diff |
|---|---|
| Equipment Operator | 2.7% |
| Treatment Plant Operator Trainee | 1.9% |
| Facility Maintenance Supervisor | 1.8% |

## 4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- Overall, employee actual salaries are in a more competitive position than the current City approved salary ranges. The City approved salary ranges have remained unchanged causing some employees to reach, and in some cases, exceed the maximum of their pay range.

- The City's pay ranges are below the market minimum. With the current dynamic in the market, this can allude to difficulties recruiting new talent directly due to starting compensation or the organization adding to compression by bringing in new candidates ahead of the minimum, closer to or higher than wages of established employees.

- The City's pay ranges are approximately 12 percent below the market midpoint. An analysis of the pay ranges compared at the market midpoint can be important to consider as the midpoint is often representative of tenure within the role or progression through the range with additional education or certifications. The City is at a competitive disadvantage to the market for experienced employees and could find themselves in a vulnerable position if pay ranges are not increased to meet the market.

- The City's pay ranges are approximately 16 percent below the market maximum. Comparing positions at the maximum can demonstrate the potential retention levels

in the City. Falling behind the competitive points at the market maximum can allude to a loss of experienced or tenured candidates or provide trouble recruiting external top end talent. Termination reports provided by the City indicate that 40 employees have left the City via voluntary termination in the 24 months before the start of the study.

- The City's pay range spread is approximately 38.9 percent, while its peers' pay range spread is 53.3 percent. That means that the City's salary scale is narrower than its peers. With the City slightly below the average compared to the market at the minimum, because it has a narrower spread it falls further behind compared to its peers at the higher end of the spectrum and trails away from the market by a notable percentage at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen Solutions. By establishing the City's market position relative to its peers, Evergreen is better able to propose recommendations that enable the City to occupy its desired competitive position. For the City to achieve a key study goal to reestablish itself as an employer of choice within their region of Florida, adjustments to the salary ranges will need to be made.

# Chapter 5 – Benefits Survey Results

As a component of this study, Evergreen conducted a benefits market analysis. A benefits analysis, much like a salary evaluation, represents a snapshot in time of what is available in peer organizations. The Benefit Survey can provide the organization with an understanding of the total compensation (salary and benefits) offered by its peers. It is important to realize that there are intricacies involved with benefits programs that are not captured by a benefits survey alone. It is also important to note that benefits may be updated at various times throughout the year due to varying renewal dates included with policies and Commission approval. The data included in this chapter may have changed from the time this chapter was originally written in March of 2023.

**This information should be used as a cursory overview and not a line-by-line comparison since benefits can be weighted differently depending on the importance to the organization.** It should also be noted that benefits are sometimes negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis in this chapter highlights aspects of the benefits survey that provide pertinent information and had high completion rates by target peers.

**Exhibit 5A** provides a list of the 11 target peers from which full or partial benefits data were obtained for this analysis.

**EXHIBIT 5A**
**BENEFITS SURVEY RESPONDENTS**

| |
|---|
| Dania Beach |
| Lauderhill |
| Margate |
| Parkland |
| Sunrise |
| Hollywood |
| Fort Lauderdale |
| Miramar |
| Coconut Creek |
| Coral Springs |
| Broward County |

## 5.1 EMPLOYEE INSURANCE COVERAGES AND MISCELLANEOUS BENEFITS

**Exhibit 5B** displays that the average number of health plans offered by peers (any combination of HMO, PPO, High Deductible, or other type of plan) is 2.4. Cooper City offers three types of health plans—two UHC Choice Plans and a UHC Choice HDHP.

EXHIBIT 5B
OVERALL BENEFITS INFORMATION

| Number of Plans | Peer Average | City of Cooper City, FL |
|---|---|---|
| Number of health plans offered | 2.4 | 3 |

## 5.2 HEALTH PLANS

**Exhibit 5C** displays data on the types of health plans offered by peers. As can be seen, the number of plans was varied. 70 percent of peers offer an HMO plan, 50 percent offer a PPO plan, 50 percent of peers offer an HSA plan, and 20 percent offer some other type of plan. The data show that the percentage of an individual employee's premium paid by the employer is, on average, 50.6 percent for HMO plans, 63.5 percent for PPO plans and 75.4 percent for HSA plans. For employee plus child plans, employers contribute 53.2 percent for HMO plans, 72.5 percent for PPO plans,4 6.5 percent for HSA plans, and 0 percent for other plans. For employee plus spouse plans, employers contribute 51.3 percent for HMO plans, 76.3 percent for PPO plans, 54.8 percent for HSA plans, and 0 percent for other plans. For employee plus family plans, employers contribute 43.6 percent for HMO plans, 61.8 percent for PPO plans, 53.6 percent for HSA plans, and 0 percent for other plans. Shown at the bottom of **Exhibit 5C**, Evergreen surveyed respondents for health plan premiums paid by each entity.

For comparison purposes, a summary of the plans offered by Cooper City is displayed in **Exhibit 5D**. As can be seen, Cooper City offers three health plans—two UHC Choice Plans and one UHC HDHP plan to all employees. Cooper City covers 97.0 percent of the premiums for individual coverage for the UHC Choice Plan 1, 97.9 percent for the UHC Choice Plan 2, and 100 percent for the UHC HDHP plan; and 72.0 percent of the premiums for the UHC Choice Plan 1, 76.8 percent for the UHC Choice Plan 2, and 81.7 percent for the UHC HDHP plan employee plus family plans.

# EXHIBIT 5C
# OVERVIEW OF HEALTH PLANS OFFERED BY PEERS

| Health Plan Premiums & Deductibles | Peer HMO Average | Peer PPO Average | Peer HSA Average | Other Plans Average |
|---|---|---|---|---|
| Percentage of peers offering each plan | 70.0% | 50.0% | 50.0% | 20.0% |
| DOLLAR AMOUNT (monthly) of employee premium paid by employer | $809.53 | $518.63 | $878.87 | - |
| PERCENTAGE (monthly) of employee premium paid by employer | 50.6% | 63.5% | 75.4% | 0.0% |
| DOLLAR AMOUNT (monthly) of employee premium paid by employee | $431.63 | $332.42 | $392.96 | $26.26 |
| PERCENTAGE (monthly) of employee premium paid by employee | 49.4% | 36.5% | 24.6% | 100.0% |
| Individual Maximum Deductible In Network | $857.14 | $637.50 | $1,640.00 | $950.00 |
| Individual Maximum Deductible Out of Network | - | $1,725.00 | $2,750.00 | $750.00 |
| DOLLAR AMOUNT (monthly) of employee plus child premium paid by employer | $1,526.41 | $1,217.88 | $1,379.94 | - |
| PERCENTAGE (monthly) of employee plus child premium paid by employer | 53.2% | 72.5% | 46.5% | 0.0% |
| DOLLAR AMOUNT (monthly) of employee plus child premium paid by employee | $737.30 | $496.13 | $695.62 | $375.39 |
| PERCENTAGE (monthly) of employee plus child premium paid by employee | 46.8% | 27.5% | 53.5% | 100.0% |
| Employee Plus Child Maximum Deductible In Network | $1,750.00 | $2,000.00 | $3,600.00 | $1,900.00 |
| Employee Plus Child Maximum Deductible Out of Network | - | $5,000.00 | $5,333.33 | $1,500.00 |
| DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employer | $1,562.97 | $1,245.38 | $1,324.34 | - |
| PERCENTAGE (monthly) of employee plus spouse premium paid by employer | 51.3% | 76.3% | 54.8% | 0.0% |
| DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employee | $801.93 | $413.32 | $611.93 | $303.79 |
| PERCENTAGE (monthly) of employee plus spouse premium paid by employee | 48.7% | 23.7% | 45.2% | 100.0% |
| Employee Plus Spouse Maximum Deductible In Network | $1,750.00 | $2,000.00 | $3,600.00 | $1,900.00 |
| Employee Plus Spouse Maximum Deductible Out of Network | - | $5,000.00 | $5,333.33 | $1,500.00 |
| DOLLAR AMOUNT (monthly) of employee plus family premium paid by employer | $1,597.33 | $1,531.21 | $1,731.23 | - |
| PERCENTAGE (monthly) of employee plus family premium paid by employer | 43.6% | 61.8% | 53.6% | 0.0% |
| DOLLAR AMOUNT (monthly) of employee plus family premium paid by employee | $1,271.96 | $976.48 | $858.10 | $598.62 |
| PERCENTAGE (monthly) of employee plus family premium paid by employee | 56.4% | 38.2% | 46.4% | 100.0% |
| Employee Plus Family Maximum Deductible In Network | $1,928.57 | $1,275.00 | $3,580.00 | $1,900.00 |
| Employee Plus Family Maximum Deductible Out of Network | - | $3,450.00 | $5,875.00 | $1,500.00 |

## EXHIBIT 5D
## HEALTH PLANS OFFERED BY THE CITY OF COOPER CITY, FL

| Health Plan Premiums & Deductibles | City of Cooper City, FL |
|---|---|
| DOLLAR AMOUNT (monthly) of employee premium paid by employer | UHC Choice Plus Plan 1 - $1121.28<br>UHC Choice Plus Plan 2 - $1080.26<br>UHC Choice Plus Plan 5 (HDHP) - $1007.16 |
| PERCENTAGE (monthly) of employee premium paid by employer | UHC Choice Plus Plan 1 - 93.3%<br>UHC Choice Plus Plan 2 - 95.4%<br>UHC Choice Plus Plan 5 (HDHP) - 100% |
| DOLLAR AMOUNT (monthly) of employee premium paid by employee | UHC Choice Plus Plan 1 - $75.01<br>UHC Choice Plus Plan 2 - $50.01<br>UHC Choice Plus Plan 5 (HDHP) - $0 |
| PERCENTAGE (monthly) of employee premium paid by employee | UHC Choice Plus Plan 1 - 6.7%<br>UHC Choice Plus Plan 2 - 4.6.%<br>UHC Choice Plus Plan 5 (HDHP) - 0% |
| Individual Maximum Deductible In Network | UHC Choice Plus Plan 1 - $250<br>UHC Choice Plus Plan 2 - $250<br>UHC Choice Plus Plan 5 (HDHP) - $1400 |
| Individual Maximum Deductible Out of Network | UHC Choice Plus Plan 1 - $500<br>UHC Choice Plus Plan 2 - $500<br>UHC Choice Plus Plan 5 (HDHP) - $2500 |
| DOLLAR AMOUNT (monthly) of employee plus family premium paid by employer | UHC Choice Plus Plan 1 - $1930.99<br>UHC Choice Plus Plan 2 - $1895.47<br>UHC Choice Plus Plan 5 (HDHP) - $1758.27 |
| PERCENTAGE (monthly) of employee plus family premium paid by employer | UHC Choice Plus Plan 1 - 72.0%<br>UHC Choice Plus Plan 2 - 76.8%<br>UHC Choice Plus Plan 5 (HDHP) - 81.7% |
| DOLLAR AMOUNT (monthly) of employee plus family premium paid by employee | UHC Choice Plus Plan 1 - $539.80<br>UHC Choice Plus Plan 2 - $438.96<br>UHC Choice Plus Plan 5 (HDHP) - $321.90 |
| PERCENTAGE (monthly) of employee plus family premium paid by employee | UHC Choice Plus Plan 1 - 28.0%<br>UHC Choice Plus Plan 2 - 23.2%<br>UHC Choice Plus Plan 5 (HDHP) - 18.3% |
| Employee Plus Family Maximum Deductible In Network | UHC Choice Plus Plan 1 - $500<br>UHC Choice Plus Plan 2 - $500<br>UHC Choice Plus Plan 5 (HDHP) - $2800 |
| Employee Plus Family Maximum Deductible Out of Network | UHC Choice Plus Plan 1 - $1000<br>UHC Choice Plus Plan 2 - $1000<br>UHC Choice Plus Plan 5 (HDHP) - $5000 |

In addition to questions regarding health care coverages, Evergreen asked peers to provide information on dental, vision, short-term disability, long-term disability, and life coverages.

**Exhibit 5E** shows that 20.0 percent of peers offer an employer paid dental insurance for employees, while 100.0 percent offer one or more employee paid dental plan options. The average cost to peers for employee only dental coverage is $14.21 while the average employer cost for employee plus dependent coverage is $24.90. This data should not be used as a foundation to make decisions. The employee's premiums for optional employee paid plans averaged $24.27 for employee only coverage while the average employe cost for employee plus dependent coverage is $64.28. Cooper City does offer an employer and employee paid dental plan; the employer paid dental premiums for both employee and employee plus dependent coverage are 30.08, the employee paid dental premiums for employee only coverage are $0 while the employee plus dependent coverage is $63.07.

## EXHIBIT 5E
## DENTAL COVERAGE

| Dental Offerings | | Peer Percentage Offered | Average Number of Plans Offered | Average maximum monthly amount that the employee pays for employee only coverage | Average maximum monthly amount that the employee pays for employee plus dependent coverage | Average maximum monthly amount the employer pays for employee only coverage | Average maximum monthly amount the employer pays for employee plus dependent coverage |
|---|---|---|---|---|---|---|---|
| Dental Insurance | Employer Paid | 20.0% | 1.0 | - | - | $14.21 | $24.90 |
| | City of Cooper City, FL | Yes | 1.0 | - | - | $30.08 | $30.08 |
| | Employee Paid | 100.0% | 2.0 | $25.27 | $64.28 | - | - |
| | City of Cooper City, FL | Yes | 1.0 | $0.00 | $63.07 | - | - |

**Exhibit 5F** shows that 20.0 percent of peers offer an employer paid vision insurance for employees, while 90.0 percent offer one or more employee paid vision plan options. The average cost to peers for employee only vision coverage is $1.60 while the average employer cost for employee plus dependent is $4.85. The employee's premiums for optional employee paid plans averaged $5.24 for employee only coverage while the average employee cost for employee plus dependent coverage is $12.30. Cooper City offers employer and employee paid vision insurance. The employee's premiums for employer paid plans are $6.96, while the optional employee paid plans are $0 for employee only coverage while the average employee cost for employee plus dependent coverage is $10.79.

## EXHIBIT 5F
## VISION COVERAGE

| Vision Offerings | | Peer Percentage Offered | Average Number of Plans Offered | Average maximum monthly amount that the employee pays for employee only coverage | Average maximum monthly amount that the employee pays for employee plus dependent coverage | Average maximum monthly amount the employer pays for employee only coverage | Average maximum monthly amount the employer pays for employee plus dependent coverage |
|---|---|---|---|---|---|---|---|
| Vision Plan | Employer Paid | 20.0% | 1 | - | - | $1.60 | $4.85 |
| | City of Cooper City, FL | Yes | 1.0 | - | - | $6.96 | $6.96 |
| | Employee Paid | 90.0% | 1.4 | $5.24 | $12.30 | - | - |
| | City of Cooper City, FL | Yes | 1.0 | $0.00 | $10.79 | - | - |

For short-term disability coverage, 33.3 percent of responding peers offer an employer paid plan and 44.4 percent offer an employee paid plan as displayed in **Exhibit 5G**. On average, peers pay an average of 63.9 percent of salary at the time of a disability for the employer paid coverage. Cooper City does offer employer paid short-term disability coverage but does not offer employee paid short-term disability coverage. Cooper City pays $400 per week at the time of disability.

Unlike short-term disability coverage, 88.9 percent of responding peers offer an employer paid long-term disability plan and 11.1 percent offer an employee paid plan as displayed in **Exhibit 5G**. On average, employer paid plans pay 62.0 percent of salary at the time of a disability and employee paid plans paid an average of 60 percent of salary. Cooper City provides an employer and employee paid long-term disability plan; both plans pay 60.0 percent of salary at the time of a disability.

EXHIBIT 5G
SHORT AND LONG-TERM DISABILITY COVERAGE

| Disability Insurance | | Peer Percentage Offered | Average Number of Plans Offered | Percentage of salary the employee receives |
|---|---|---|---|---|
| Short-Term Disability | Employer Paid | 33.3% | 2.0 | 63.9% |
| | City of Cooper City, FL | Yes | 1.0 | $400/WEEK |
| Long-Term Disability | Employer Paid | 88.9% | 100.0% | 62.0% |
| | City of Cooper City, FL | Yes | 1.0 | 60.0% |
| | Employee Paid | 11.1% | 1.0 | 60.0% |
| | City of Cooper City, FL | Yes | 1.0 | 60.0% |

**Exhibit 5H** summarizes the life insurance offerings of responding peers and Cooper City. Overall, 100.0 percent of the responding peers offer life insurance and 100.0 percent indicated that they offer optional dependent coverage. Cooper City offers employer-paid life insurance and optional dependent coverage.

Of the responding peers, all indicated providing accidental death insurance, and all provide the option to purchase additional life insurance if desired. Cooper City does offer accidental death insurance and offers the option to purchase additional life insurance if desired.

EXHIBIT 5H
LIFE INSURANCE

| Life Insurance | Peer Percentage Yes | Peer Average | City of Cooper City, FL |
|---|---|---|---|
| Is employer-paid life insurance offered? | 100.0% | - | Yes |
| Cost (monthly) to employer for individual coverage | - | $1,765.00 | $11.00 |
| Dollar amount of death benefit | - | $45,000.00 | $50,000.00 |
| Is Optional dependent coverage offered? | 100.0% | - | Yes |
| Can the employee purchase (additional) life insurance if desired? | 100.0% | - | Yes |
| Is accidental death insurance provided? | 100.0% | - | Yes |

## 5.3 EAP, TUITION REIMBURSEMENT, 529 PLANS, & FINANCIAL PLANNING

**Exhibit 5H** displays questions regarding Employee Assistance Programs. As shown, 100 percent of participating peers offer EAP. For all the respondents, benefits are available to family members in addition to the employee. On average, peers provide 6.8 EAP visits per year. Cooper City offers EAP with 14 annual visits and allows the benefits to be available to family members in addition to the employee.

EXHIBIT 5H
EMPLOYEE ASSISTANCE PROGRAMS

| EAP | Peer Percentage Yes | Peer Average | City of Cooper City, FL |
|---|---|---|---|
| Is an EAP offered? | 100.0% | - | Yes |
| Are benefits available to family members as well as the employee? | 100.0% | | Yes if insured |
| Provided | - | 6.8 | 14 |

**Exhibit 5I** displays questions regarding Tuition Reimbursement. As shown, 100.0 percent of the responding peers indicated that they have provisions to provide some type of tuition reimbursement for employees. On average, peers tuition reimbursement limit was $3,400. Cooper City offers tuition reimbursement that is grade based.

EXHIBIT 5I
TUITION REIMBURSEMENT

| Tuition Reimbursement | Peer Percentage Yes | Peer Average | City of Cooper City, FL |
|---|---|---|---|
| Is Tuition Reimbursement offered? | 100.0% | - | Yes |
| Tuition Reimbursement Limit | - | $3,400.00 | Grade Based |

## 5.4 RETIREMENT

Exhibit 5J displays that the average number of plans offered by peers is 2.0 while Cooper City has four plans. Most respondents indicated that the plans are state plans.

EXHIBIT 5J
NUMBER OF RETIREMENT PLANS

| Number of Plans | Peer Average | City of Cooper City, FL |
|---|---|---|
| Number of retirement plans offered | 2.0 | 4 |

Exhibit 5K provides questions regarding retirement details. On average, participating peers offer 6.8 years to fully vest. COLA is offered to retiree pensions for 100 percent of participating peers. This COLA varies for all participating peers. As shown, 0 percent of participating peers' retirement plan offers a disability provision. For participating peers, average organization contribution to this retirement is 20.8 percent while the employee contributes, on average, 6.6 percent of their salary.

Similar to the market peers, Cooper City offers a state retirement plan to employees with additional offerings as well. Cooper City does not offer COLA to retiree pensions but does offer disability provisions. The City contributes 28.04 percent of salary to retirement options, while the employee will contribute either 10 or three percent depending on the retirement option. There is an additional contribution toward retirement for employees designated as Directors totaling for the City. Cooper City contributes the following match to employees participating in the Florida Retirement System (FRS):

- FRS Regular class 13.57%
- FRS Senior Management Class 34.52%

## EXHIBIT 5K
## RETIREMENT DETAILS

| Retirement Details | Peer Average | City of Cooper City, FL |
|---|---|---|
| Years to Fully Vest | 6.8 | 6 |
| COLA Offered to Retiree Pensions | 0.0% | - |
| Does the organization's retirement plan offer a disability provision? | 50.0% | Yes |
| What percent of salary does the organization contribute to this retirement option? | 20.8% | 28.04 in General Employee |
| What percent of salary does the employee contribute to this retirement option? | 6.6% | 10% in General Employee<br>3% in FRS |

Exhibit 5L shows that 45.5 percent offer additional retirement options. Of the respondents, 60.0 percent provide their employees with a D.R.O.P. retirement option. As can be seen, 81.8 percent of peer respondents offer a 401k, 401a, 403(b), 457, or similar plan. Cooper City does offer a D.R.O.P. retirement option and 401a and 457 options.

## EXHIBIT 5L
## RETIREMENT OPTIONS

| Retirement Participation | Peer Percentage Yes | City of Cooper City, FL |
|---|---|---|
| Does the organization participate in a State Retirement System? | 45.5% | Yes |
| Is a retirement option other than a state plan offered? | 90.9% | Yes |
| Is D.R.O.P. offered? | 60.0% | Yes |
| Is a 401k, 401a, 403(b), or 457 offered? | 81.8% | 401a & 457 |
| Is a type of plan other than a 401k, 401a, 403(b) or 457 offered? | 0.0% | No |
| Does the employer contribute to any of these non-state retirement options? | 80.0% | No |

**Exhibit 5M** shows that 80.0 percent of participating peers offer health insurance to retired employees. Additionally, 80.0 percent of respondents offer dental insurance to retired employees and 80.0 percent offer life insurance to retired employees. Cooper City offers health and dental insurance to retired employees.

EXHIBIT 5M
INSURANCE FOR RETIREES

| Insurance for Retirees | Peer Average | City of Cooper City, FL |
|---|---|---|
| Does your organization offer health insurance to retired employees? | 80.0% | Yes |
| Does your organization offer dental insurance to retired employees? | 80.0% | Yes |
| Does your organization offer life insurance to retired employees? | 80.0% | No |

## 5.5 EMPLOYEE LEAVE, HOLIDAYS, AND COMPENSATORY TIME

**Exhibit 5N** provides the average minimum and maximum accrual rates—the average years of service required to achieve the maximum accrual rate for Personal Leave, Sick Leave, Annual/Vacation Leave, and Paid Time off (PTO) leave for respondents.

EXHIBIT 5N
LEAVE TIME ACCRUAL

| Leave Accrual | Organization | Offered? | Minimum Accrual Rate (Monthly) | How many years of service does it require to begin to accrue the minimum rate? | Maximum Accrual Rate (Monthly) | Years to Achieve Maximum Accrual Rate | Maximum Allowed to Roll Over to Following Year |
|---|---|---|---|---|---|---|---|
| Sick Leave | Peer Percentage Yes/Average | 100.0% | 8.0 | 0.0 | 8.0 | 0.0 | 672.0 |
| | City of Cooper City, FL | Yes | 8 hours | 0 | 8 hours | 1.0 | 720.0 |
| Annual/Vacation Leave | Peer Percentage Yes/Average | 90.9% | 6.1 | 0.1 | 12.0 | 11.7 | 316 |
| | City of Cooper City, FL | Yes | 6.67 hours | 0 | 13.3 | 10.0 | 240.0 |
| Personal Leave | Peer Percentage Yes/Average | 55.6% | 1.9 | 0.0 | 2.3 | 0.3 | 16 |
| | City of Cooper City, FL | Yes | 16 hours/year | 6 months | 16 hours/year | 1 year | 16 |
| Paid-Time Off | Peer Percentage Yes/Average | 12.5% | 7.3 | 0.0 | 7.8 | 0.0 | 26 |
| | City of Cooper City, FL | No | - | - | - | - | - |

Cooper City does pay out sick leave upon voluntary but not involuntary separation and does pay out vacation leave upon voluntary but not involuntary separation (if the employee is in good standing) with no maximum.

EXHIBIT 50
SICK AND VACATION LEAVE PAYOUT

| Sick Leave Policies | Peer Percentage Yes | Peer Average | City of Cooper City, FL |
|---|---|---|---|
| Is unused sick leave paid out upon voluntary separation? | 100.0% | - | Yes |
| Max hours of sick leave paid out upon voluntary separation | - | 732.0 | 5-10 years= 25%<br>10-15 years = 50%<br>15+ = 75% |
| Is unused sick leave paid out upon involuntary separation? | 40.0% | - | No |
| Max hours of sick leave paid out upon involuntary separation | - | - | - |
| Can unused sick leave count towards retirement? | 20.0% | - | No |
| Max hours of sick leave that can count towards retirement | - | - | - |
| **Vacation Leave Policies** | **Peer Percentage Yes** | **Peer Average** | **City of Cooper City, FL** |
| Is unused annual/vacation leave paid out upon voluntary separation? | 100.0% | - | Yes |
| Max hours of annual/vacation leave paid out upon voluntary separation | - | 470.0 | 240 hours |
| Is unused annual/vacation leave paid out upon involuntary separation? | 60.0% | - | No |
| Max hours of annual/vacation leave paid out upon involuntary separation | - | 470.0 | - |

The percentage of peers that offer various holidays are shown in **Exhibit 5P.** On average, peers offer 12.4 holidays to employees, compared to as many as 16 offered by Cooper City. Cooper City offers 12 paid holidays each year and the Commission has sometimes voted to approve 2 additional holidays. The City also provides employees with 2 personal days each year. Implementing a policy to maintain and increase holidays is a great way to improve employee work life balance with minimal impact to citizens and City service levels. When compared to the market, the City's paid holiday policy is better than peers and is an opportunity to create a competitive advantage for recruitment and retention.

## RECOMMENDATION:

Implement a policy to make New Years Eve, Christmas Eve, Good Friday and Juneteenth paid holidays for City employees. Coordinating holidays with the local school district is another recommended benefit for the City to consider. When schools are closed, employees with children in school are required to coordinate and pay for childcare if they are scheduled to work on those days. The City could align its paid holidays with the school district to help reduce those costs and further improve employee engagement and satisfaction providing a competitive advantage for the City in the market.

EXHIBIT 5P
HOLIDAYS

| Paid Holiday observed by peer organizations | Peer Percentage Yes | City of Cooper City, FL |
|---|---|---|
| New Year's Day | 100.0% | Yes |
| New Year's Eve | 50.0% | **Sometimes** |
| Martin Luther King, Jr. Day | 100.0% | Yes |
| Lincoln's Birthday | 0.0% | No |
| Washington's Birthday | 90.0% | Yes |
| Presidents Day | 0.0% | Yes |
| Good Friday | 0.0% | **No** |
| Memorial Day | 100.0% | Yes |
| Juneteenth | 40.0% | **No** |
| Independence Day | 100.0% | Yes |
| Labor Day | 100.0% | Yes |
| Veteran's Day | 100.0% | Yes |
| Thanksgiving Day | 100.0% | Yes |
| Day after Thanksgiving | 100.0% | Yes |
| Christmas Eve | 60.0% | **Sometimes** |
| Christmas Day | 100.0% | Yes |
| Personal Holiday | 20.0% | **No** |
| Employee Birthday | 30.0% | No |
| Columbus Day | 30.0% | Yes |
| Other - Personal Days (2) | 0.0% | Yes |

Exhibit 5Q shows that 83.3 percent of participating peers offer longevity pay; 60.0 percent offer merit raises; none offer merit bonuses; and 50.0 percent offer some other incentive pay program. Cooper City offers longevity pay and other incentive pay programs, but does not offer merit raises and merit.

EXHIBIT 5Q
INCENTIVE PAY PROGRAMS

| Types of longevity pay, bonuses, allowances, or incentive pay programs. | Peer Percentage Yes | City of Cooper City, FL |
|---|---|---|
| Does your organization offer: Longevity Pay? | 83.3% | Yes |
| Does your organization offer: Merit Raises? | 60.0% | Yes |
| Does your organization offer: Merit Bonuses? | 0.0% | No |
| Does your organization offer: other programs? | 50.0% | No |

## 5.6 SUMMARY

Overall, Cooper City was found to be very competitive with the market with respect to the benefits portion of total compensation. The health plan offerings in the City are highly competitive with the market with high percentages of employer contributions at all levels that help alleviate the cost to the employee. With employees' continued interest in work life balance, the City may choose to increase the number of holiday's offered and/or align with the school district to help provide employees additional time away from the workplace. Another consideration would be to expand remote and flexible work schedules, were possible, to further enhance employee satisfaction and retention. The recent increase in Director level retirement contributions also helps to enhance the overall benefits offerings and total compensation for those employees in positions of leadership. These results of this benefits survey demonstrate that Cooper City is positioned well compared to the market as it relates to benefits and Evergreen recognizes no significant deficiencies in total benefits that would place the City at a competitive disadvantage.

Benefits as a percentage of total compensation were 31.81%. When subtracting the Federally mandated FICA and WC benefits $772,183 from the total FY23 Budgeted Benefits $5,033,332, the total benefits costs equal $4,261,149. Dividing this by FY23 Budgeted Wages of $9,136,527 leaves a Benefits as a percentage of total compensation of 31.81%. (*these calculations provided by City Finance Department.) Benefits as a percentage of total compensation is slightly behind the local and state government average of 38% as reported by the Department of Labor in June of 2023.

When taken as a whole, the City's total benefits package appeared to be ahead of the market and, if combined with competitive wages, should support the City reestablishing itself as a competitive public sector employer in the region.

# Chapter 6 - Recommendations

After reviewing the information provided in the preceding sections of this report, Evergreen developed recommendations to improve the City's current compensation and classification system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into three sections: classification, compensation, and administration of the system.

## 6.1 CLASSIFICATION RECOMMENDATIONS

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the City's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) process. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the City's classifications. Evergreen reviewed the data provided in the JATs and used the information as the basis for classification recommendations. Employee participation in the JAT process far exceeded the national average with more than 82.43% of all employees completing a survey and 91% of all job classifications represented. This robust employee response helped provide a solid foundation for the classification recommendations. The high participation was also directly related to the efforts of the City project leadership team who was engaged throughout the process.

Meeting Date: 01/09/2024 Item #12.

EXHIBIT 6A
EMPLOYEE JOB ASSESSMENT TOOL PARTICIPATION

| Employee Summary | | Supervisor Summary | |
|---|---|---|---|
| % Complete | % Incomplete | % Complete | % Incomplete |
| 82.43% | 17.57% | 72.95% | 27.05% |

EXHIBIT 6B
JOB CLASSIFICATIONS PARTICIPATION SUMMARY

| Classification Summary | |
|---|---|
| % Complete | % Incomplete |
| 91.03% | 8.97% |

## FINDING

The classification system being utilized by the City was generally accurate and the titles described the work being performed by employees. However, there were multiple classifications observed in the study process and in collaboration with staff where Evergreen is recommending updated titles.

Additionally, several of the City's classifications require some modification to better describe the work being performed to ensure the work is consistent with essential job functions.

**RECOMMENDATION 1: Update existing class description to reflect the new classification system and review all updated descriptions for FLSA status.**

In conjunction with the City making the proposed title changes, Evergreen will provide the City with updated classification descriptions to ensure they accurately reflect the work being carried out by employees. These are being provided under separate cover. Upon completion and approval of the proposed class descriptions, Evergreen will further recommend an updated FLSA status for the roles based on the new, updated content contained within the description. Overall, there were 34 classifications recommended for a title change or update as a result of the study. These recommendations are provided in **Exhibit 6C.**

EXHIBIT 6C
RECOMMENDED CLASSIFICATION CHANGES

| Department | Current Classification | Recommended Title | Comments |
|---|---|---|---|
| COMMUNITY DEVELOPMENT | Assistant Building Official/Chief Plumbing | Assistant Building Official | |
| COMMUNITY DEVELOPMENT | Mechanical Inspector | CHIEF MECHANICAL INSPECTOR | |
| COMMUNITY DEVELOPMENT | Plumbing Inspector | CHIEF PLUMPING INSPECTOR | |
| FINANCE | IT TECH | SENIOR IT TECHNICIAN | |
| FINANCE | BUDGET ANALYST | SENIOR BUDGET ANALYST | |
| FINANCE | UTILITY BILLING/ACCOUNTING SUPERVISOR | Accounting Supervisor | |
| HUMAN RESOURCES | Human Resources Programs Administrator | Human Resources Generalist | Reclassification per Director request |
| Parks & Recreation | Parks and Recreation Supervisor | Parks and Recreation Manager | |
| Parks & Recreation | Facility and Recreation Assistant | General Services Worker | |
| Parks & Recreation | PARK RANGER | Senior Park Ranger | Reclassification per Director request |
| Parks & Recreation | Recreation Leader | Recreation Specialist | |
| Parks & Recreation | Swim Coach/Office Assistant | Swim Coach | |
| Parks & Recreation | Parks and Recreation Coordinator | Parks and Recreation Manager | |
| Parks & Recreation | Facility Attendant | Parks and Recreation Attendant | |
| Parks & Recreation | Park Attendant | Parks and Recreation Attendant | |
| Parks & Recreation | Adult Program Specialist | Parks and Recreation coordinator | Reclassification per Director request |
| Parks & Recreation | Aquatics Specialist | Parks and Recreation coordinator | Reclassification per Director request |
| Parks & Recreation | RECREATION ATTENDANT | Parks and Recreation Attendant | |
| PUBLIC WORKS | Maintenance Technician I | Building and Grounds Technician I | |
| PUBLIC WORKS | Maintenance Technician III | Building and Grounds Technician III | |
| PUBLIC WORKS | | Facilities Maintenance Supervisor | |
| PUBLIC WORKS | Maintenance Technician II | Building and Grounds Technician II | |
| PUBLIC WORKS | Fleet Mechanic | Fleet Technician | |
| PUBLIC WORKS | Tradesworker II | HVAC Technician | |
| PUBLIC WORKS | | Tradesworker III | Will require HVAC Certification |
| PUBLIC WORKS | | Assistant Public Works Director | New classificaiton recommended by Director. |
| UTILITIES | COORDINATOR | UTITLITIES COORDINATOR | |
| UTILITIES | Mechaninc Trainee | UTILITIES MECHANIC TRAINEE | |
| UTILITIES | Tradesworker I - UTIL | UTILITIES MECHANIC I | |
| UTILITIES | Utilities Foreman | UTILITIES SUPERVISOR | |
| UTILITIES | Utilities Electrician | ELECTRICIAN SUPERVISOR | Reclassification per Director request |
| UTILITIES | Field Operations Supervisor - UTIL | Field Operations Superintendent - UTIL | Reclassification per Director request |
| UTILITIES | Engineering Inspector | Engineering Inspector/PLANS EXAMINER | |
| UTILITIES | | ELECTRICIAN ASSISTANT | New classificaiton recommended by Director. |

## 6.2 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's compensation for selected benchmark classifications was compared to average compensation offered by peers in the City of Cooper City labor market. The external assessment consisted of comparing the City against its peer organizations within its market and revealed the City is currently lagging the market.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees in their classifications was reviewed and analyzed. Specifically, a composite score was assigned to each of the City's classifications

that quantified the classification's level of five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

## FINDING

The City currently maintains a pay plan with pay ranges lagging the market and Evergreen found there were very narrow pay ranges with widely varied progression between grades leading to inconsistencies in how employees moved within the overall pay plan.

## RECOMMENDATION 2: Adopt a new, market responsive, open range, compensation structure and assign all positions to it equitably.

Evergreen has provided an updated and modernized pay plan for the City's consideration. The new structure consists of 31 pay grades in an Open Range Plan with consistent market competitive pay ranges and standardized progression between pay grades of 5%. Evergreen is recommending pay ranges with a range spread of 55 percent between the minimum and the maximum of the range. The details of the proposed plans are located in **Exhibits 6D.**

## EXHIBIT 6D
## PROPOSED PAY PLAN ANNUAL

| Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Progression |
|---|---|---|---|---|---|
| 101 | $ 29,120.00 | $ 37,128.00 | $ 45,136.00 | 55.0% | - |
| 102 | $ 30,576.00 | $ 38,984.40 | $ 47,392.80 | 55.0% | 5.0% |
| 103 | $ 32,104.80 | $ 40,933.62 | $ 49,762.44 | 55.0% | 5.0% |
| 104 | $ 33,710.04 | $ 42,980.30 | $ 52,250.56 | 55.0% | 5.0% |
| 105 | $ 35,395.54 | $ 45,129.32 | $ 54,863.09 | 55.0% | 5.0% |
| 106 | $ 37,165.32 | $ 47,385.78 | $ 57,606.24 | 55.0% | 5.0% |
| 107 | $ 39,023.59 | $ 49,755.07 | $ 60,486.56 | 55.0% | 5.0% |
| 108 | $ 40,974.76 | $ 52,242.82 | $ 63,510.88 | 55.0% | 5.0% |
| 109 | $ 43,023.50 | $ 54,854.97 | $ 66,686.43 | 55.0% | 5.0% |
| 110 | $ 45,174.68 | $ 57,597.71 | $ 70,020.75 | 55.0% | 5.0% |
| 111 | $ 47,433.41 | $ 60,477.60 | $ 73,521.79 | 55.0% | 5.0% |
| 112 | $ 49,805.08 | $ 63,501.48 | $ 77,197.88 | 55.0% | 5.0% |
| 113 | $ 52,295.34 | $ 66,676.55 | $ 81,057.77 | 55.0% | 5.0% |
| 114 | $ 54,910.10 | $ 70,010.38 | $ 85,110.66 | 55.0% | 5.0% |
| 115 | $ 57,655.61 | $ 73,510.90 | $ 89,366.19 | 55.0% | 5.0% |
| 116 | $ 60,538.39 | $ 77,186.45 | $ 93,834.50 | 55.0% | 5.0% |
| 117 | $ 63,565.31 | $ 81,045.77 | $ 98,526.23 | 55.0% | 5.0% |
| 118 | $ 66,743.57 | $ 85,098.06 | $ 103,452.54 | 55.0% | 5.0% |
| 119 | $ 70,080.75 | $ 89,352.96 | $ 108,625.17 | 55.0% | 5.0% |
| 120 | $ 73,584.79 | $ 93,820.61 | $ 114,056.42 | 55.0% | 5.0% |
| 121 | $ 77,264.03 | $ 98,511.64 | $ 119,759.25 | 55.0% | 5.0% |
| 122 | $ 81,127.23 | $ 103,437.22 | $ 125,747.21 | 55.0% | 5.0% |
| 123 | $ 85,183.59 | $ 108,609.08 | $ 132,034.57 | 55.0% | 5.0% |
| 124 | $ 89,442.77 | $ 114,039.53 | $ 138,636.30 | 55.0% | 5.0% |
| 125 | $ 93,914.91 | $ 119,741.51 | $ 145,568.11 | 55.0% | 5.0% |
| 126 | $ 98,610.66 | $ 125,728.59 | $ 152,846.52 | 55.0% | 5.0% |
| 127 | $ 103,541.19 | $ 132,015.02 | $ 160,488.84 | 55.0% | 5.0% |
| 128 | $ 108,718.25 | $ 138,615.77 | $ 168,513.28 | 55.0% | 5.0% |
| 129 | $ 114,154.16 | $ 145,546.55 | $ 176,938.95 | 55.0% | 5.0% |
| 130 | $ 119,861.87 | $ 152,823.88 | $ 185,785.90 | 55.0% | 5.0% |
| 131 | $ 125,854.96 | $ 160,465.08 | $ 195,075.19 | 55.0% | 5.0% |
| UNG | - | - | - | - | - |

## EXHIBIT 6E
## PROPOSED PAY PLAN HOURLY

| Grade | Minimum | Midpoint | Maximum | Range Spread | Midpoint Progression |
|---|---|---|---|---|---|
| 101 | $ 14.00 | $ 17.85 | $ 21.70 | 55.0% | - |
| 102 | $ 14.70 | $ 18.74 | $ 22.79 | 55.0% | 5.0% |
| 103 | $ 15.44 | $ 19.68 | $ 23.92 | 55.0% | 5.0% |
| 104 | $ 16.21 | $ 20.66 | $ 25.12 | 55.0% | 5.0% |
| 105 | $ 17.02 | $ 21.70 | $ 26.38 | 55.0% | 5.0% |
| 106 | $ 17.87 | $ 22.78 | $ 27.70 | 55.0% | 5.0% |
| 107 | $ 18.76 | $ 23.92 | $ 29.08 | 55.0% | 5.0% |
| 108 | $ 19.70 | $ 25.12 | $ 30.53 | 55.0% | 5.0% |
| 109 | $ 20.68 | $ 26.37 | $ 32.06 | 55.0% | 5.0% |
| 110 | $ 21.72 | $ 27.69 | $ 33.66 | 55.0% | 5.0% |
| 111 | $ 22.80 | $ 29.08 | $ 35.35 | 55.0% | 5.0% |
| 112 | $ 23.94 | $ 30.53 | $ 37.11 | 55.0% | 5.0% |
| 113 | $ 25.14 | $ 32.06 | $ 38.97 | 55.0% | 5.0% |
| 114 | $ 26.40 | $ 33.66 | $ 40.92 | 55.0% | 5.0% |
| 115 | $ 27.72 | $ 35.34 | $ 42.96 | 55.0% | 5.0% |
| 116 | $ 29.10 | $ 37.11 | $ 45.11 | 55.0% | 5.0% |
| 117 | $ 30.56 | $ 38.96 | $ 47.37 | 55.0% | 5.0% |
| 118 | $ 32.09 | $ 40.91 | $ 49.74 | 55.0% | 5.0% |
| 119 | $ 33.69 | $ 42.96 | $ 52.22 | 55.0% | 5.0% |
| 120 | $ 35.38 | $ 45.11 | $ 54.83 | 55.0% | 5.0% |
| 121 | $ 37.15 | $ 47.36 | $ 57.58 | 55.0% | 5.0% |
| 122 | $ 39.00 | $ 49.73 | $ 60.46 | 55.0% | 5.0% |
| 123 | $ 40.95 | $ 52.22 | $ 63.48 | 55.0% | 5.0% |
| 124 | $ 43.00 | $ 54.83 | $ 66.65 | 55.0% | 5.0% |
| 125 | $ 45.15 | $ 57.57 | $ 69.98 | 55.0% | 5.0% |
| 126 | $ 47.41 | $ 60.45 | $ 73.48 | 55.0% | 5.0% |
| 127 | $ 49.78 | $ 63.47 | $ 77.16 | 55.0% | 5.0% |
| 128 | $ 52.27 | $ 66.64 | $ 81.02 | 55.0% | 5.0% |
| 129 | $ 54.88 | $ 69.97 | $ 85.07 | 55.0% | 5.0% |
| 130 | $ 57.63 | $ 73.47 | $ 89.32 | 55.0% | 5.0% |
| 131 | $ 60.51 | $ 77.15 | $ 93.79 | 55.0% | 5.0% |
| UNG | - | - | - | - | - |

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the overall plan. To determine what pay grade each position was assigned, Evergreen used the following factors: the results of the JAT analysis, the results of the market study, recommendations from the City project leadership team as well as consideration for both existing and newly created internal relationships between classifications. Assigning pay grades to classifications requires a

balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process. Thus, the market results discussed in **Chapter 4** were a primary factor but not the sole criteria for the proposed pay ranges.

**RECOMMENDATION 3: Evergreen recommends the City adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the organization.**

The second step in implementing the proposed structure is to transition employee salaries into their new recommended pay ranges. This step can be taken via a variety of methods, each with their own strengths and drawbacks. The implementation options and associated costs are for base salary adjusted for cost of living and include a 2% increase to salaries and $10,000 cap for any single employee adjustment. These costs are shown in **Exhibit 6F.**

EXHIBIT 6F
IMPLEMENTATION OPTIONS AND COST SUMMARY

| Implementation Option | Total Salary-Only Cost | Number of Employees Adjusted | Average Adjustment for Impacted Employees | % of Payroll |
|---|---|---|---|---|
| Bring to Min | $ 200,317.14 | 140 | $ 1,430.84 | 2.6% |
| Tenure Parity | $ 393,616.56 | 140 | $ 2,811.55 | 5.1% |
| Compa Ratio | $ 1,021,581.18 | 140 | $ 7,297.01 | 13.2% |

## Bring to Minimum

This methodology places employees into the new pay ranges at the minimum of the proposed pay range. If an employee current annual salary exceeds the new minimum, no adjustment is given; and, as such, no employee salary are reduced as a result of this implementation option. The benefit of this option is that employees are moved into new, market competitive pay ranges. The negative is this option does not correct any instances wage compression which are prevelant throughot the City. The cost to implement this option is **$208,051.92** and impacts **147** employees.

## 30-Year Tenure Parity

This option consists of placing employees into their proposed pay ranges based on their "Tenure years." The parity effectively divides the pay range by 30, and places employees within their range based on their overall organizational tenure. For example, an employee who has been with the City for fifteen years would be placed at the midpoint of the range. If an employee's current salary is higher than their tenure parity projected salary, no adjustment is made, and as such no salaries are decreased as part of this adjustment. This methodology seeks to re-align employee salaries on the basis of years of overall tenure and can space out compressed employee salaries along the range based on this factor. The estimated cost for

this adjustment is **$403,184.99** affecting a total of **140** employees. The costs of this one-time adjustment would be realized throughout the fiscal year.

Compa Ratio

This methodology preserves an employee's position relative to the midpoint of the pay range in the existing pay plan. For example, if an employee is currently 5% behind the midpoint in their pay range, compa-ratio would keep the employee 5% behind the midpoint when placing them into the new pay range. If an employee is ahead of the midpoint by 5%, compa ratio would keep them 5% ahead of midpoint. This option does not solve for wage compression but does preserve performance gains. This implementation option cost would be **$1,082,718.31** and impacts **140** employees.

## 6.3 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION

Any organization's compensation and classification system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

**RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and make adjustments to pay grade assignments if necessary.**

While it is unlikely that the City pay plan as a whole will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the City should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

**RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years.**

While small-scale salary surveys can improve the market position of specific classifications, it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the City. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the City in a poor position for recruiting and retaining quality employees.

While the previous two recommendations intend to maintain the competitiveness over time of the classification and compensation structure as a whole, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

**RECOMMENDATION 6: Revise policies and practices for moving employees' salaries through the pay plan, including procedures for determining salaries of newly hired employees and employees who have been promoted, demoted, or transferred to a different classification.**

Evaluation and updating of current compensation policies is necessary as some existing policies were implemented when the City employed a step plan instead of an open range pay plan. The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends largely on an organization's compensation philosophy. However, it is important for the City to have established guidelines for each of these situations, and that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below. The current policies may differ from the proposed policies outlined in this section so consideration should be given to modernizing existing policies to meet the demands of a growing City. Employment Policy should strive to find a balance between accountability and flexibility. The Commission should use their role to create policies that give staff the flexibility to achieve desired outcomes while simultaneously fostering a culture of accountability and operational excellence. City leadership should take action to achieve Commission approved goals and policies and be given the autonomy to recognize and reward higher performers and remove poor performers from the organization.

Salary Progression

As outlined above, Evergreen recommends City enact the second phase of implementing the new pay plan which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. Evergreen is recommending Tenure Parity as the preferred implementation option to bring employees into their new, market competitive pay ranges while also solving instances of wage compression. While this major adjustment should be performed when the City has the financial resources to do so, the City should continue to adjust salaries annually when financially feasible. Based on the feedback from employees and City leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels.

- Structural: Adjustment to the ranges should be done annually and with the aim of adjusting for the changes in cost of living. Evergreen recommends the City tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure the City's pay ranges do not rapidly fall out of line with that of its peers; however, when conducting the small-scale surveys referenced above, the City should also collect pay plan movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.

- Classification: As a result of the market surveys, the City may identify classifications or job families that are experiencing considerable market movement and as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, if the City identifies classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the City is competitive for both recruiting new talent and retaining existing employees.

- Individual: To tie into the adjustment of the structure, Evergreen recommends the City adjust employee salaries annually for Cost-of-living adjustment (COLA). This adjustment would be done for all employees who receive a satisfactory performance evaluation, and the percentage adjustment would need to be at least 1.0 – 2.0 percent more than the movement of the compensation structure in any given years, in order to allow for employee progression into the range. Moreover, based on the feedback from employees and the City's desire to recruit and retain a high-quality workforce, Evergreen recommends the City grant additional adjustment to employees who receive above average performance evaluations. The City should exercise a differentiated percentage for high performers that met the financial constraints of the budget while still providing a meaningful incentive for high performance. This would continue to draw upon the current annual merit performance based rating system. Continued training of City leadership responsible for performing these annual reviews is critical to ensure consistency and linkage to Commission approved operational and service outcomes. Bottom line, a performance based annual review and adjustment is only effective is aligned with Commission approved operational and service goals. This linkage allows the Commission to focus on policy and employees to focus on day to day operations.

New Hires

A new employee's starting salary largely depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. An upper limit to the percentage above the minimum that can be offered to a new employee with only the minimum requirements should be established, where approval is needed to offer a starting salary that is a higher percentage above minimum. Another threshold should be established as the maximum starting salary possible without approval for new employees with considerable experience and/or education above the requirements for the position. It is common for the midpoint to be used as the maximum starting salary for most classifications. Once the City has performed the initial implementation adjustment for current employee salaries, new employee starting salaries should take into consideration internal equity, meaning that new hires should be offered comparable salaries to existing employees in the classification with similar levels of education and experience. Another important consideration for a City of Cooper City's size is a the City policy of how outside experience will be valued when recruiting new employees. Evergreen recommends the City modernize the policy pertaining to experience gained outside of Cooper City by assigning a percentage value to the verified outside experience a potential new hire brings with them to the City. By valuing outside experience based on an established policy, it would allow the City to expand the pool of applicants when recruiting to fill open positions.

**RECOMMENDATION 7: Evergreen recommends the City update its policy regarding promotions/demotions and transfers to align with its new compensation structure.**

Evergreen recommends the City implement a minimum increase equal to the midpoint progression between the employee's current grade, and the employee's new grade. However, the employee's salary should always be increased to at least the minimum of the new salary

range. In the case of demotions, Evergreen recommends a minimum salary decrease equal to the midpoint progression between the employee's current grade, and the employee's new grade, except in cases where this percent decrease would reduce the employee's salary below the new range minimum. If the employee's salary exceeds the new range maximum after the pay decrease, the employee should be capped from receiving any salary adjustments until the pay moves upward to allow for increases.

Promotions/Demotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for their new responsibilities, moves the salary into the new pay grade, and ensures internal equity in the new classification. It is common for organizations to establish a minimum percentage salary increase that depends on the increase in pay grade as a result of the promotion. Regardless of the minimum percent increase, the employee's new salary should be within the new pay grade's range, and internal equity of salaries within the classification should be preserved.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as their current classification or when an employee's classification stays the same, but their department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if their current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

**RECOMMENDATION 8: Evergreen recommends the City implement a critical classification program and compensate those classifications that qualify 10 percent above their current base rate of compensation.**

Critical Classifications

The City's leadership team should assess all classifications each year to determine those that should be categorized as "critical" based on market data collected for that year and turnover. In the first year, it is recommended that the critical class supplement be up to 20 percent for those classifications with more than 30 percent turnover and/or a market rate percent difference of 20 percent or more (after accounting for the new salary range assignments). Furthermore, if adopted by the City, a critical class supplement could be increased to a larger percent of base pay. For example, if the City in the future experiences considerable competitive pressure in hiring candidates for a specific classification. Some of the pressure may relate to the pay ranges, but other factors such as the available supply of labor, compared to demand of experienced candidates may also be present. As a result, the base pay of the associated classification would be increased so long as the external market pressures remain prevalent.

## 6.4 SUMMARY

The City is undergoing a time of considerable change and should be commended for its desire and commitment to provide not only competitive and fair compensation for its employees but to help resolve some systemic compensation issues. set the standard for public sector employment in the region. Throughout this study, even while experiencing change in leadership during the study, the City project team and acting department directors were engaged and their collaboration was instrumental in delivering defensible recommendations and results.

The new pay plan places a higher priority on market competitiveness due to the current conditions and trends in the labor market but also includes key classification changes that will modernize operations. The recommendations in this report establish a new market competitive pay plan utilizing the proposed open range pay plan along with the tenure parity implementation option. These recommendations estab externally and internally equitable classification titles and pay grade assignments, and system administration practices that will provide the City with a responsive compensation and classification system for years to come. While the upkeep of this recommended system will require effort, the City will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is worth this commitment.

With the implementation of these Evergreen proposed changes, the City will move one step closer to reestablishing itself as the standard for public sector employment in the region.

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Motion to direct the City Manager to implement an online registration system for all City Events that require advance registration within 90 days. – **Commissioner Katzman**

**RECOMMENDATION:**
Commissioner Katzman requests a motion to direct the City Manager to implement an online registration system for all City Events that require advance registration within 90 days.

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
**None**

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F... | 12/29/23 02:31 PM |
| Allen, Tedra | Assigned to City Manager | Route to Attorney | 01/04/24 02:18 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 01/04/24 02:19 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 02:21 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 11:29 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:48 AM |

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Update/Action Plan on the Resident Requirements for Organized Sports – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests an update/action plan on the Resident Requirements for Organized Sports.

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
None

**ATTACHMENTS:**

1. Resolution 12-7-5

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F... | 01/03/24 11:04 AM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 04:06 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 11:30 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:54 AM |

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

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

**Section 1:** That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

1) Proof of incorporation as a not-for-profit corporation
2) Proof of liability and accident insurance
3) The name, address and phone number of a person responsible for all communication with the City and its designee
4) League-approved rosters for each sport.
5) Criminal background checks shall be done for all who act in the following capacities:
   - Manager/Head Coaches
   - Official/Assistant Coaches
   - Board Members
   - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

Sport

Baseball
A. All ages and levels

Football
A. All ages and levels
- Tackle
B. All ages and levels
- Flag

C. Cheerleaders

Soccer
A. Youth - All ages and levels of play

Softball
A. Girl's Youth - all ages and Levels

Basketball
A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

| | |
|---|---|
| Baseball/T-Ball: | League seasons Fall and Spring; |
| Girl's Softball: | League seasons Fall and Spring; |
| Football: | Late Summer through Fall; |
| Soccer: | Late Fall through Winter; |
| 5 x 5 Soccer: | Spring; |
| Cheerleading: | League season Late Summer through Fall; |
| Basketball: | League season Summer. |

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

1) Proof of liability and accident insurance
2) Complete and have approved a facility use permit
3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than $20,000 or more than $36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

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F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

**Section 2:** This Resolution shall be in force and take full effect immediately upon its passage and adoption.

**PASSED AND ADOPTED this 30th day of July, A.D., 2012.**

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

**ROLL CALL**

| | |
|---|---|
| Mayor Eisinger | Yes |
| Commissioner Mallozzi | Yes |
| Commissioner Sims | Yes |
| Commissioner Curran | Yes |
| Commissioner Green | Yes |

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facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

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**Section 2:** This Resolution shall be in force and take full effect immediately upon its passage and adoption.

**PASSED AND ADOPTED this 30th day of July, A.D., 2012.**

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

**ROLL CALL**

| | |
|---|---|
| Mayor Eisinger | Yes |
| Commissioner Mallozzi | Yes |
| Commissioner Sims | Yes |
| Commissioner Curran | Yes |
| Commissioner Green | Yes |

Meeting Date: 01/09/2024 Item #14.

**From:** pspanther4@aol.com (pspanther4@aol.com)
**To:** pspanther4@aol.com; thefishguy@bellsouth.net; wayne@browardbaseballacademy.com;
**Date:** Fri, July 6, 2012 3:39:36 PM
**Cc:**
**Subject:** Re: resolution changes-

any thoughts?

-----Original Message-----
From: pspanther4 <pspanther4@aol.com>
To: thefishguy <thefishguy@bellsouth.net>; wayne <wayne@browardbaseballacademy.com>
Sent: Fri, Jul 6, 2012 8:40 am
Subject: resolution changes-

what do you think??

Morning Bruce, Lynda, Jim and Jaime,

The Optimist Board met last night and reviewed the current fees and portions of the resolution.
The club approved ( and suggests) the following modifications;

Section 1 (B)
The opening sentence should be modified at the end to say: year-round program of sports activities, to include but not limited to:

the sports should be modified as follows

under the football section-
C- change Tackle cheerleaders to Cheerleading
D- delete storm cheerleading

under the Softball section
B- delete Men's softball
C- delete Adult COED

under Roller Hockey- delete entirely

The guidelines for each sport should be modified as follows

**Baseball-** 2 league seasons, fall and spring. Provisions will be made for post season competitive play.
**Mens Softball-** delete
**Girls Softball-** 2 league seasons, fall and spring. Provisions will be made for post season competitive play.
**Football-** annual season in the late summer/fall. Provisions will be made for post season competitive play.
**Soccer-** annual season starting in the late fall running through late winter. Provisions will be made for post season competitive play.
**5v5 Soccer-** annual season starting each spring.
**Cheerleading-** annual season in the late summer/fall.
**Roller Hockey-** delete
**Basketball-** annual summer league
**Adult Coed Softball-**delete

add:
Baseball, Softball and Soccer each have a travel division component. Each sport's travel component starts late summer/fall and runs through the year.

last paragraph of Section 1(B)- delete the 3rd sentence referencing post season play

last sentence should be modified to: may levy a lighting charge and/or materials charge. ( manpower should be included due to new fees being collected)

Section E (1)
Modifiy- 2nd sentence: Any non resident participating in these sports shall be charged an additional $30 per child, per sport, per season over and above the normal fees charged by the organization, which money shall be used by the organization at the discretion of the City's designee.

add:

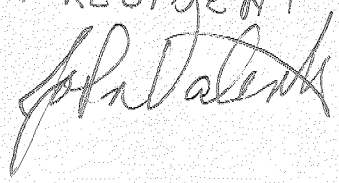
The Cooper City Optimist Club shall remit to the City a per player fee as follows:
- residents- $5.00 per player
- non- residents- $10 per player
The annual remittance shall not exceed $35,000.00 during any fiscal year, October to October.
The remittance shall be paid at the conclusion of each sports registration, along with the final roster of participants.
This per player fee can be modified or deleted at the discretion of the City designee and the sports organization.

2nd paragraph of Section E (1) to be modified as follows:
Each sport upon completion of registratoin, shall present complete league rosters, including addresses of each participant, to the City's designee along with the per player remittance. The City .... fees.

We appreciate the ability to voice our suggestions. Please call us with any questions or our next step.
Thank You!

Pete Schlang
2nd Vice President- City Liason
Cooper City Optimist Club

John VALENTI
PRESIDENT



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WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies;

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

**Section 1:** That Resolution No. 2004-11-8 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the

purposes of this Resolution, the City's designee shall be the Recreation Director. Any question as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City, ~~as outlined in the attached Exhibit A hereto,~~ shall be considered residents of Cooper City for purposes of this Resolution. ~~Individuals residing in portions of unincorporated Broward County property and falling within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.~~

The ~~recognized sports organization~~ CCO shall be responsible for providing a year-round, comprehensive sports program for ~~both children and adults~~ youths. ~~Any organization utilizing the City's sports facilities~~ The CCO shall have on file with the City the following:

1) Proof of incorporation as a not-for-profit corporation
2) Proof of liability and accident insurance
3) The name, address and phone number of a person responsible for all communication with the City and its designee
4) League-approved rosters for each sport.
5) Criminal background checks shall be done for all who act in the following capacities:

- Manager/Head Coaches
- Official/Assistant Coaches
- Board Members
- Commissioners/Assistant Commissioners

The ~~organization~~ CCO must operate in a proper manner. The ~~organization~~ CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be ~~held on public property~~ open to the public to attend. It is the responsibility of the ~~organization~~ CCO to establish a governing board comprised of officers. The ~~organization~~ CCO must provide the City with a schedule of its elections and within

ten (10) days of any such election provide the City with the names of the newly elected officers. All members of ~~this sports organization~~ the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The ~~organization~~ CCO will choose one spokesperson ~~per sport~~ to communicate with the City. All information from the ~~organization~~ CCO must be transmitted through ~~these~~ this persons to the City. This will eliminate confusion and will establish a one-to-one communication flow from the ~~organization~~ CCO to the City. All information and/or requests from the ~~organization~~ CCO should be channeled through the spokesperson to the City's designee. The ~~recognized sports organization~~ CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place ~~on public property~~ at a location open to the public. Plans for the registration place should be made in advance with the City's designee. ~~so space will be available for the desired dates.~~ The ~~recognized sports organization~~ CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The ~~organization~~ CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The ~~organization~~ CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of ~~said organization~~ the CCO. Each year t~~T~~he CCO shall provide the City~~'s~~ Manager with ~~designee may request to review~~ an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The ~~following organization~~ CCO is recognized as the sole agents to deliver ~~that~~ seasonal youth sports to provide a year-round program of sports activities~~.~~ Current sports are:

| Sport | ~~Group~~ |
|---|---|
| Baseball<br>A. All ages and levels | ~~Cooper City Optimist~~ |

| | |
|---|---|
| Football | |
| A. All ages and levels - Tackle | ~~Cooper City Optimist~~ |
| B. All ages and levels - Flag | ~~Cooper City Optimist~~ |
| C. ~~Tackle~~ Cheerleaders | ~~Cooper City Optimist~~ |
| ~~D. Storm Cheerleaders~~ | ~~Cooper City Optimist~~ |
| Soccer | |
| A. Youth - All ages and levels of play | ~~Cooper City Optimist~~ |
| Softball | |
| A. Girl's Youth - all ages and Levels | ~~Cooper City Optimist~~ |
| ~~B. Men - all ages and levels~~ | ~~Cooper City Optimist~~ |
| ~~C. Adult Coed - all levels~~ | ~~Cooper City Optimist~~ |
| ~~Roller Hockey~~ | |
| ~~A. All ages and levels~~ | ~~Cooper City Optimist~~ |
| Basketball | |
| A. All ages and levels | ~~Cooper City Optimist~~ |

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

| | |
|---|---|
| Baseball/T-Ball: | League seasons ~~will begin the second week of March and the first week of September.~~ Fall and Spring; |
| ~~Men's Softball:~~ | ~~First week in July until the second week of August~~ |
| Girl's Softball: | League seasons ~~will begin the second week of March and the first Week of September.~~ Fall and Spring; |
| Football: | ~~August 1 through November 15. Provisions will be made for post-season competitive play.~~ Late Summer through Fall; |
| Soccer: | ~~September 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play.~~ Late Fall through Winter; |
| 5 x 5 Soccer: | ~~March 1 through June 1.~~ Spring; |

Cheerleading: League seasons ~~will begin in June and in August.~~ Late Summer through Fall;

~~Roller Hockey: League seasons will begin in March and in November.~~

Basketball: League season ~~will begin in June.~~ Summer.

~~Adult Coed Softball League seasons will begin in November and in March.~~

It is recognized that each sport needs lead-in-time. Clubs will meet ~~sixty (60)~~ thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the ~~organization~~ CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a ~~maintenance~~ surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least ~~thirty (30)~~ fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. ~~The following facilities will be maintained by the~~ The City will maintain facilities for sports practices or games: ~~.~~

~~Pioneer Middle School~~
~~1. Football/soccer fields.~~
~~2. East baseball/softball field.~~
~~3. West baseball/softball field.~~
~~4. Basketball courts.~~
~~5. All areas used for multipurpose.~~

~~Bill Lips Sports Complex~~
~~1. Five (5) baseball/softball fields.~~
~~2. Two (2) football/soccer fields.~~
~~3. Two (2) batting cages.~~
~~4. All areas used for multipurpose.~~

~~Cooper City Sports Complex~~
~~1. Seven (7) baseball/softball fields.~~
~~2. Three (3) football/soccer fields.~~

~~3. Three (3) batting cages.~~
~~4. Two (2) roller hockey rinks.~~
~~5. All areas used for multipurpose.~~
~~6. Four (4) basketball courts.~~

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be reprepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by dragging and lining prior to the first scheduled Travel game of the day. Fields will be reprepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecomming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from ~~a sports organization~~ the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the ~~recognized sports organization~~ CCO at no charge to the ~~organization.~~ CCO. However, if the City deems it necessary, it may assess a ~~maintenance~~ surcharge to the organization to cover ~~the~~ operating costs ~~of materials~~ and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs

which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the ~~organization~~ CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. ~~The following is a tee~~ A fee schedule for rental or lease of a facility or activity pursuant to a park permit~~:~~ shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

~~Activity/Field — Fee~~
~~Softball/Baseball — $40 per hour, per night, including lights.~~
~~Football/Soccer — $50 per hour, per night, including lights.~~
~~Hockey — $40 per hour, per night, including lights.~~
~~Basketball — $30 per hour, per night, including lights.~~
~~Batting Cage — $10 per hour, per night, per cage, including lights.~~

~~An additional charge for field marking prior to a competitive game will be:~~

~~Baseball/Softball — $25 per game~~
~~Soccer/Football — $125 per game~~

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled ~~already~~, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) ~~is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the residency requirements outlined in paragraph E below.~~ must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall ~~comply with all the standards required of the recognized sports organization outlined in paragraph A above and the residency requirements outlined in paragraph F below.~~ provide the following:

1) Proof of liability and accident insurance
2) Complete and have approved a facility use permit
3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ~~fifteen (15)~~ ninety (90) days, prior to the event. ~~Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.~~

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the ~~recognized sports organization~~ CCO ~~and any other individual or group using the sports facilities on a continuing basis~~ shall include a minimum of Seventy Percent (70%) Cooper City residents ~~in each sport.~~ The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. ~~on or before March 1, 2003.~~ Any non-resident participating in these organizations shall be charged an additional ~~Twenty-Five Dollars ($25.00)~~ non-resident fee per child, per sport, per season, over and above the normal ~~fees~~ registration charged by the ~~organization,~~ CCO. ~~which money shall be placed in a fund~~ An agreed upon portion of the non-resident fee of not less than $20,000 or more than $36,000 shall be paid to the City to be used for the maintenance of sports facilities. ~~and/or, in the sole discretion of the City's designee, used for sports officials fees.~~ Cooper City residents shall have preference over non-residents to participate in ~~these organizations.~~ the activities offered by the CCO. ~~Each organization~~ The CCO, within thirty (30) days of ~~upon~~ completion of registration, shall present complete league rosters, including addresses ~~and telephone numbers~~, to the City's designee, who shall compute the non-resident fee and send an invoice to the ~~organization.~~ CCO. The City shall hold the ~~organizations~~ CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the ~~recognized sports organizations,~~ CCO, the ~~City's designee~~ City shall be solely responsible for scheduling the use of all facilities. ~~described in paragraph C above.~~ The ~~organization~~ CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

**Section 2:** This Resolution shall be in force and take full effect immediately upon its passage and adoption.

**PASSED AND ADOPTED this 30th day of July, A.D., 2012.**

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

**ROLL CALL**

| | |
|---|---|
| Mayor Eisinger | _____ |
| Commissioner Mallozzi | _____ |
| Commissioner Sims | _____ |
| Commissioner Curran | _____ |
| Commissioner Green | _____ |

COOPER CITY
Someplace Special

# Cooper City Commission Meeting Agenda Item Request Form

Date: 7-26-12

Requesting Commissioner/Department: Recreation/Public Works

Commission Regular Meeting Date: 7-30-12

Commission Workshop Meeting Date: _____

BID/RFP # _____ New ☐ Renewal ☐

Contract name/description: _____

**AGENDA**

Presentation ☐ Consent ☐ Regular ☒ Discussion ☐

**BACKGROUND & RECOMMENDATION** (attach backup material to Item Request Form)

The City and the Cooper City Optimist desire to amend Resolution 2004-11-8 which addresses the policy for the use of sports facilities in the City. Meetings were held between staff and Optimist representatives to reach agreement on revisions to the current Resolution that work to the benefit of both parties. The Cooper City Optimist have been the provider of youth sports programs for the residents of Cooper City for more than three decades, and as such have provided a needed and invaluable service to our community. The revisions to this agreement will allow them to continue to do so and at the same time help the City to continue to support the growth of the program without additional burden on the taxpayers of the City. The revised Resolution will improve the process for reviewing and amending all Recreation based program fees, address the non-resident fees charged by Optimist program participants, and address the payment from the non-resident fees collected to be paid to the City to help defray additional operating costs that are incurred by the City to continue to provide support services to the Optimist youth sports programs. Recommendation is for approval of Resolution 12-7-5

**GENERAL LEDGER ACCOUNT NUMBER(S) AND AMOUNT(S):**

_____

**APPROVALS:**

Finance Director _____ City Manager _____ City Clerk _____

## Susan Poling

**From:** Susan Poling
**Sent:** Tuesday, July 31, 2012 4:30 PM
**To:** James Bowman; Lynda Good; 'JOHN & PAM VALENTI'; 'PSchlang@woolbright.net'
**Subject:** RE: Res #12-7-5 Use of City Sports Facilities
**Attachments:** C37696B9A5E44D0_Exchange_07-31-2012_16-26-39.pdf

Attached for your files is an executed copy of the City's Resolution #12-7-5 regarding "Use of City Sports Facilities." Let me know if you have any questions.

Thank you.

**Susan Poling**
City Clerk/Director of Administrative Services
City of Cooper City
P.O. Box 290910 / 9090 SW 50th Place
Cooper City, Florida 33329-0910
Ph: 954.434.4300 x291 / Fax: 954.434.5099
Email: **susanp@coopercityfl.org**

**Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.**

Hard copy to Com. Curran.

RESOLUTION NO 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CityCommission, via Resolution No. 83-1-2, established a policy use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No 2003-2-9 and Resolution No 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREt S, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE OF COOPER CITY FLORIDA:

Section 1: That Resolution No 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is
to establish a plan for the organization and administration of all organized youth sports within
the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted
by the City Commission of the City of Cooper City and administered by its designee. For the
purposes of this Resolution, the City's designee shall be the Recreation Director. Any question
T RESOLVED BY THE CITY COMMISSION OF THE CITY
as to an interpretation of said plan or the administration of the plan shall be exclusively within the
control of the City's designee.

A. Recognized Sports Organization

The Cy of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred o as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered
residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round comprehensive sports program for youths. The CCO shall have on file with the City the following:

2)

3)

Proof of incorporation as a not-for-profit corporation Proof of liability and accident insurance

The name, address and phone number of a person respon communication with the City and its designee League-approved rosters for each sport.

Criminal background checks shall be done for all who act in capacities:

- Manager/Head Coaches - Official/Assistant Coaches

Board Members

Commissioners/Assistant Commissioners

ible for all

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The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These
meeting(s) must be open to the public to attend It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the
newly elected officers. All members of the CCO will be entitled to vote for these officers and be

given ample notice of any election, per CCO bylaws. The CCO wi
spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the COO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports. B. Year-Round Sports Program

The COO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are: Sport

Baseball
A. All ages and levels

Football
A. All ages and levels - Tackle
B. All ages and levels - Flag

C Cheerleaders

Soccer
A. Youth - All ages and levels of play

Softball
A. Girl's Youth - all Levels

Basketball
A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3. The following is a guideline for each sport and on or about the time of year each will take season. Any post-season play involving Cooper City facilities must receive prior approval from at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

place:
Baseball/T-Ball: Gill's Softball: Football:
Soccer:
5 x 5 Soccer: Cheerleading: Basketball:
League seasons Fall and Spring;
League seasons Fall and Spring;
Late Summer through Fall;
Late Fall through Winter;
Spring;
League season Late Summer through Fall;
League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league

the City's designee. If the CCO plans any special events which
seasonal
program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events. C. Sports Facilities
The City at any time may close a site, with due notice, which shall whenever possible, be
The City of Cooper City will maintain fields for games and practices. It will be the
responsibility of the City to do all striping dragging, raking, mowing, and all other maintenance
items. The City will prepare fields for games prior to the first scheduled game on a field for that
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three (3) games are to be played on a field on the same day. If Travel Baseball games are
scheduled following In House games on the same day and same field, fields will be prepped by
dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming Flag Football Championship, and Soccerfest. On-deck infield marking
will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no
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normal season and not subject o an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior
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as the same may be amended from time to time Any individual or group wishing to use a sport
Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.
D. Sports Facility Permitting Procedures
Generally, the use of facilities shall be governed by the terms of Ordinance No 80-11-3

facility may do so if the facility is available and after obta
from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.
No City sports facilities will be used without a park permit. A park permit is a document
issued by the City's designee granting the right and reservation of a particular sports facility.
Any use of a City sports facility which has not been scheduled, can be used, if available, after
obtaining a park permit from the City's designee, on a first-come, first-served basis. AP applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the
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facility use permit and pay any required fee. However, individuals or groups requesting a park
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shall provide the following:
1) Proof of liability and accident insurance
2) Complete and have approved a facility use permit
3) Pay any required fees.
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E. General Policy Considerations
1. It is the policy of the Coope City Commission that the CCO shall include a minimum
of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all
their games. Any non-resident participating in these organizations shall be charged an
additional non-resident fee per child per sport per season, over and above the normal
registration charged by the CCO. An agreed upon portion of the non-resident fee of not less
than $20,000 or more than $36,000 shall be paid to the City to be used for the maintenance of
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(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems

that may arise in the implementation of this policy. An aggrie
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3. It is the policy of the Cooper City Commission that any new sport must receive prior
approval of the City's designee.
F. Scheduling of Facilities After reviewing the plans for practices and games submitted by the CCO the City shall
be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for
practices and games at least one (1) week prior to each applicable season.
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.
G. City Commission Obligation
It is the obligation of the City Commission to provide for the health, safety and welfare of
all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission and the Commission has the continuing right to make any changes
in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission
decides that the residents of the City are not being properly served by the recognized sports
organization.
Section 2: This Resolution shall be in force and take full effect immediately upon passage and adoption.
PASSED AND ADOPTED this 30 day of July, A.D., 2012.
ATTEST:
SUSAN POLING City Clerk
ROLL CALL Mayor Eisinger
Commissioner Mallozzi Commissioner Sims Commissioner Curran
Commissioner Green

**GERBER LIFE INSURANCE COMPANY**
**1311 Mamaroneck Avenue**
**White Plains, New York 10605**
(Herein called "the Company")

---

Based on the Application for this Policy (herein called "the Plan") made by

**Cooper City Optimist Club**
**10500 Stirling Road**
**Cooper City, FL 33026**

(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and is governed by the laws of the Jurisdiction shown below.

Signed by the Company:

President and CEO

Secretary

Countersigned by
Licensed Resident Agent (Where Required)

| | |
|---|---|
| POLICY NUMBER | 25-071717-007-13 |
| EFFECTIVE DATE | May 1, 2013 |
| EXPIRATION DATE | May 1, 2014 |
| DATE OF ISSUE | April 25, 2013 |
| JURISDICTION | Missouri |
| COVERAGE PROVIDED | Accident Insurance |

**NONPARTICIPATING**
**BLANKET ACCIDENT POLICY**
**ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS**

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SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called "Insured Persons"):

| Class | Hazard | Description of Class |
|---|---|---|
| I | G-40 | All registered participants of the activities sponsored and supervised by the Policyholder: Recreational Sports Activities and Meetings |

| Class | Principal Sum |
|---|---|
| I | $100,000– Accident Medical Expense – Hospital and Professional Services Benefits<br>$10,000– Accident Death and Dismemberment Benefit |

Aggregate Limit of Indemnity Per Accident: None

Premium Calculation: $3.00 per participant (ages 9 & under), $4.25 per participant (ages 18 & under), $4.25 per participant (Club member) ...$200.00 minimum premium

Forms Attached At Issue:

GER-BA-20

SECTION II – DEFINITIONS (continued)

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured Person is covered under the Plan.

**Copayment** means the percentage of Reasonable Expenses for Necessary Treatment which the Company does not pay and which the Insured Person is responsible for paying. The percentage which the Company pays is stated in SECTION IV- BENEFIT PROVISION

**Deductible** means the Reasonable Expenses for Necessary Treatment which the Insured Person must incur, per Accident, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Emergency** means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
   (a) The Insured Person's health would be placed in serious jeopardy.
   (b) There would be serious impairment of the Insured Person's bodily functions.
   (c) There would be serious dysfunction of any of the Insured Person's bodily organs or parts.

**Free - Standing Ambulatory Surgical Facility** means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

**Hospital** means a place that meets all of the following requirements:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;

Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Immediate Family** means the spouse, parents, siblings, or children of the Insured Person.

**Insured Person** means the person who is insured under the Plan as described in Section I, Schedule of Benefits.

**Injury** means Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

SECTION II – DEFINITIONS (continued)

**Inpatient** means a person confined in a Hospital for at least one full day and charged room and board.

**Loss of Use** means the complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

**Necessary Treatment** means medical and dental treatment which is:

1. Consistent with "approved and generally accepted medical, surgical or dental practice" for the covered Injury of the Insured Person, as determined by the Company;
2. Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties; and
3. Not Experimental or Investigational Treatment, as determined by the Company.

Determination of "approved and generally accepted medical, surgical or dental practice" in 1. above is the Company's prerogative. The Company may consult with appropriate authoritative medical, surgical or dental practitioners.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply a Necessary Treatment.

If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Necessary Treatment.

**Experimental or Investigational Treatment** means:

1. Medical devices;
2. Drugs and/or pharmaceutical agents; and
3. Procedures or treatments;

as defined below:

(a) Medical device if any of the following applies:

1. It does not have approval from the United States Food and Drug Administration (FDA) to be marketed; or
2. It has a 510K number, and its use is other than for the purpose or in the manner for which the original FDA approval was received (Final determination of the similarity of use per the original approval will be made by the Company.); or
3. It has FDA approval to be marketed or has a 510K number, and its use is not in accordance with the FDA approval guidelines/instructions; or
4. The device, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "authorities" listed to be safe and effective for the treatment of the disease or condition for which the device is being used.

SECTION II – DEFINITIONS (continued)

(b) Drug and pharmaceutical agent if any of the following applies:

1. It does not have FDA approval to be marketed; or
2. Its use does not conform to FDA licensing; or
3. The drug or pharmaceutical agent, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective or the treatment of the disease or condition for which such drug or pharmaceutical agent is being used.

(c) Procedure or treatment performed or rendered by a Physician or under a Physician's supervision if any of the following applies:

1. It requires the use of a medical device, drug or pharmaceutical agent which would be considered Experimental or Investigational Treatment under the Plan; or
2. It is not currently reported to be safe and effective by one of the "Authorities" listed; or
3. The use of such procedure or treatment, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed or rendered by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective for the treatment of the disease or condition for which the procedure or treatment is performed or rendered.

"Authorities" mean the following:

(a) Textbooks:

(i) *Cecil Textbook of Medicine*, (Newest edition, W. B. Saunders Company,Publisher);

(ii) *Scientific American Medicine*, (Newest update, Scientific American, Inc., Publisher);

(iii) *Conn's Current Therapy*, (Newest edition, W. B. Saunders Company, Publisher);

(iv) *Schwartz Principles of Surgery*, (Newest edition, McGraw-Hill, Publisher);

(v) *Nelson's Textbook of Pediatrics*, (Newest edition, W. B. Saunders Company, Publisher);

(vii) *Sabiston's Textbook of Surgery*, (Newest edition, W. B. Saunders Company, Publisher).

(b) Periodicals:

(i) Medical Letter;

(ii) Journal of American Medical Association;

(iii) New England Journal of Medicine;

(iv) Disease-a-Month, (Mosby-Yearbook, Inc., Chicago, IL).

SECTION II – DEFINITIONS (continued)

**Paralysis** means the complete, total and irrecoverable Loss of Use of an arm or leg.

**Other Plan** means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured Person receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured Person or his/her Immediate Family.

**Reasonable Expense** means the usual, reasonable and customary fee or charge for the services rendered and the supplies furnished in the area where and at the time such services are rendered or supplies furnished, as determined by the Company. Such services and supplies must be recommended and approved by a Physician.

**Regularly Scheduled Activity** means the following Policyholder functions which are organized and scheduled solely by the Policyholder on or off Policyholder premises:

1. An activity which is under sole direct supervision of qualified Policyholder authorities; and
2. Policyholder sponsored and supervised travel to and from such an activity.

**Residence** means the home or land on which the Insured Person's home is located.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Necessary Treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

**Total Disability** means a disability or medical status which results in the Insured Person's inability to perform the normal activities of a person of like age and sex in good health.

**When Coverage Begins**

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

**When Coverage Ends**

An Insured Person's coverage will end the sooner of:

(a) the date the Plan ends; or
(b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

Meeting Date: 01/09/2024 Item #14.

**Accident Medical Expense – Hospital and Professional Services Benefits**

The Company will pay Reasonable Expenses incurred as an additional benefit to an Insured Person for the items of expense listed below due to an Injury caused by an Accident from a Hazard described on a following page. The Insured Person must be covered under the Plan on the date of the Accident. The first expense must be incurred within 30 days after the date of the Accident.

Services must be given: (1) by a Physician; and (2) for Necessary Treatment. Benefits are paid to the maximum for any one Injury for Reasonable Expenses which are in excess of the Deductible and any Copayment. Benefits are subject to the Coverage and Limitations as stated below, the Exclusions and all other provisions of the Plan. Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

**HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

**Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Medical Expense for each Injury: $100,000

Maximum Medical Expense for Injuries involving motor vehicles: $100,000

Benefit Period:1 Year

**Deductible**

The Deductible is: $0

EXCESS COVERAGE PROVISION APPLICABILITY
The Excess Coverage provision does apply

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)
Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses

**Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. HOSPITAL EMERGENCY ROOM 100% of Reasonable Expenses

3. FREE - STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses **[**

***Physician's Services***

1. SURGICAL: 100% of Reasonable Expenses
2. ASSISTANT SURGEON: 100% of Reasonable Expenses
3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of $1,000

***Other Services***

1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 100% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 100% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 100% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 100% of Reasonable Expenses
6. GROUND AMBULANCE: 100% of Reasonable Expenses
7. AIR AMBULANCE: 100% of Reasonable Expenses
8. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of $1,000
9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma**]**
10. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of $500

## EXCESS COVERAGE

Hospital and Professional Services will be paid only for such expense that is not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured Person is entitled, whether or not a claim is made for the benefits. The Plan is secondary to all Other Plans.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services are less than the amount stated in the Hospital and Professional Services under Excess Coverage Provision Applicability.

## PAYMENT OF CLAIMS

All or a portion of any benefits provided by the Plan on account of hospital, nursing, surgical or other medical service may, at the Company's option, and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death and Dismemberment Benefits are paid to the Insured, or if not living, to the beneficiary.

Meeting Date: 01/09/2024 Item #14.

**Accident Death and Dismemberment Benefit**
The Company will pay a benefit for loss due to an Injury caused by an Accident to an Insured Person from a Hazard described on a following page as shown in the Table of Losses below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the Accident.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

**Table of Losses**

| For Loss of: | |
|---|---|
| Life | $10,000 |
| Both Hands or Both Feet or Sight of Both Eyes | $10,000 |
| Quadriplegia | $10,000 |
| Paraplegia | $10,000 |
| Hemiplegia | $10,000 |
| Loss of One Hand or Foot | $5,000 |
| Loss of Sight in One Eye | $5,000 |
| Loss of Speech | $5,000 |
| Loss of Hearing (both ears) | $5,000 |
| Loss of Thumb and Index Finger of the Same Hand: | $5,000 |
| Maximum-All Losses-Any One Accident | $10,000 |

**Loss shall mean the:**

(i) loss of a hand by total severance at or above the wrist;
(ii) loss of a foot by total severance at or above the ankle;
(iii) complete, total and irrecoverable loss to the sight of an eye;
(iv) total Paralysis of both arms and legs for Quadriplegia;
(v) total Paralysis of both legs for Paraplegia;
(vi) total Paralysis of the arm and leg on the same side of the body for Hemiplegia;
(vii) complete, total and irrecoverable loss of speech;
(vii) complete, total and irrecoverable loss of hearing; or
(ix) loss of thumb and index finger by total severance at or above the knuckles.

Meeting Date: 01/09/2024 Item #14.

HAZARD 40

**Regularly Scheduled Activity**

Recreational Sports Activities and Meetings

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

Description of Hazards

Except where specifically stated otherwise, the Plan covers the Insured Person only for Injury sustained while:

a. Participating in or attending any Regularly Scheduled Activity of the Policyholder. The activity must be supervised by a person authorized by the Policyholder.

b. Traveling directly (uninterruptedly) to and from such Regularly Scheduled Activities with other members as a group. The travel must be supervised by a person authorized by the Policyholder.

c. Traveling directly (uninterruptedly) to and from the Insured Person's Residence and the meeting place for the purpose of participating in such Regularly Scheduled Activity.

All registered participants of the activities sponsored and supervised by the Policyholder: 3000 Youth Participants ages 18 & under and 140 Club Members
Exclusions:

Benefits are not paid for any loss caused by or resulting from:

(a) Injuries which are not caused by an Accident;

(b) Treatment by persons employed or retained by the Policyholder or by any member of the Insured Person’s Immediate Family;

(c) Treatment that is not Necessary Treatment;

(d) Treatment for hernia, regardless of cause, Osgood Schlatter’s disease, or osteochondritis;

(e) Custodial care confinements or services;

(f) Charges in excess of the Reasonable Expense;

(g) Cosmetic surgery except when the surgery is necessitated by a covered Injury;

(h) Experimental or Investigational Treatment;

(i) Routine physical or other examination when there are no objective indications of impairment of normal health;

(j) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury;

(k) Treatment of: weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails;

(l) Counseling or psychiatric treatment, or educational or vocational testing or training;

(m) Injuries covered by any occupational benefit plan, other insurance, or public assistance program;

(n) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile;

(o) Medical expenses for which the Insured Person is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation;

(p) Fighting or brawling except in self defense;

(q) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.

**Beneficiary**

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

**General Exclusions**

Benefits are not paid for any loss caused by or resulting from:

(a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
(b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
(c) any kind of disease;
(d) medical or surgical treatment (except surgical treatment required by the accident);
(e) war or any act of war;
(f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than [30] days;
(g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
(h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
(i) committing or attempting to commit a felony;
(j) operating any vehicle with a blood alcohol level greater than the legal limit.

**Aggregate Limit of Indemnities**

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

SECTION VII - CLAIM PAYMENTS

**Notice of Claim**

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

**Claim Forms**

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

**Proofs of Loss**

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

**Time of Payment of Claims**

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

**Payment of Claims**

Any benefits paid for loss of life will be paid as follows:

(1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
(2) to the Insured person's surviving spouse, otherwise;
(3) to the Insured Person's surviving child or children, in equal shares, otherwise;
(4) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
(5) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them, otherwise;
(6) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

**Physical Examination and Autopsy**

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

**Legal Actions**

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

SECTION VIII - PREMIUMS

**Premium Payments**

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

**Grace Period**

A period of 31 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

The Company may terminate the Policy on any anniversary of its effective date, by sending to the Policyholder, at its most recent address in the Company's records, a notice of such termination, at least 60 days prior to the anniversary date.

Meeting Date: 01/09/2024 Item #14.

**Entire Contract**

The entire contract consists of:

(1) the Plan; and
(2) the attached Amendments and Application for Coverage, if any.

All statements made by the Policyholder or by the Insured Persons shall be, in the absence of fraud, deemed a representation and not a warranty. No statement will be used in any defense of a claim unless:

(a) the statement is in writing; and
(b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

**Agreements**

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

**Incontestability**

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

**Data Required**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

**Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

Claims Experience

The Company shall provide to the Policyholder a complete record of the Policyholder's claims experience incurred under the Policy. The Policyholder's request for this record must be made not less than sixty days prior to the date upon which the premiums or contractual terms may be amended.

**Individual Certificates**

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

(1) the Insured Person's coverage;
(2) to whom benefits will be paid; and
(3) the rights and privileges under the Plan.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

05/13/2013

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

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

| | |
|---|---|
| PRODUCER<br>Tanenbaum Harber of Florida<br>2900 SW 149th Avenue<br>Miramar, FL 33027-6605<br>Joaquim Rasgado<br>Phone: 954-883-2900<br>Fax: 954-517-7400 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>Cooper City Optimist Club Inc.<br>10500 Stirling Road<br>Cooper City, FL 33026 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : General Star Indemnity Company — 37362<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | X | | IMA600758N | 04/14/2013 | 04/14/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Excluded |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

Certificate Holder is an additional insured with respects to General Liability only subject to the terms, conditions and limitation of the policy.

CERTIFICATE HOLDER

CITY029

The City of Cooper City
9000 SW 50th Place
Cooper City, FL 33329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Update/Action Plan on the Utilities Operations – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests an update/action plan on the Utilities Department Operations

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. None

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to … | 01/03/24 10:26 AM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to … | 01/04/24 04:12 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to … | 01/04/24 04:14 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo… | 01/04/24 11:34 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 09:56 AM |

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Commission

**DATE** January 9, 2024

**SUBJECT:** Update/Action Plan on the Public Works Operations – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests an update/action plan on the Public Works Department Operations.

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. None

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F... | 01/03/24 03:31 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 04:12 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 11:34 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 10:06 AM |

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Commission

**DATE:** January 9, 2024

**SUBJECT:** Motion and possible action to consider the adoption of a City Fraternization Policy – **Commissioner Shrouder**

**RECOMMENDATION:**
Commissioner Shrouder requests a motion and possible action to consider the adoption of a City Fraternization Policy.

**BACKGROUND OF ITEM:**
N/A

**ANALYSIS:**
N/A

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
None

**ATTACHMENTS:**

1. Draft City Fraternization Policy

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | ATTORNEY'S OFFICE: F... | 01/03/24 05:02 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 04:08 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/05/24 08:55 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 10:07 AM |

| SUBJECT | Fraternization Policy |
|---|---|
| Policy # | |
| Issued Date | |

## I. POLICY

The City of Cooper City prohibits romantic or sexual involvement between employees in a direct or indirect supervisory relationship. While we have no interest in interfering with employees' personal lives or their conduct away from the workplace, such behavior can have a negative impact on the work environment.

Accordingly, the City of Cooper City requires that employees inform Human Resources if they become involved in a personal, non-platonic relationship. Additionally, the City of Cooper City policy prohibits the employment of employees in positions whereby an employee has supervisory authority over another with whom he or she is engaged in a personal relationship, works in the same department, or on the same shift together.

Violation of this policy, or failure to notify Human Resources immediately of any circumstances in which employees may be in violation of this policy, may result in disciplinary action, up to and including dismissal of employment. If the City of Cooper City, in its sole discretion, believes that personal relationships between employees affect its business or may represent a potential conflict of interest, it will resolve the situation as it deems necessary, including but not limited to, reassignment, transfer, or dismissal of employment of either or both employees in question.

The organization strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

## II. SCOPE

This operating procedure applies to all employees of the City of Cooper City (City) in the Regular Service (regardless of probationary or other status), as well as all Executive, Part-Time, Temporary, Seasonal employees, and volunteers.

## III. PROCEDURE

a. During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

b. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.

c. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.

d. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the company disciplinary policy which may include counseling for minor problem. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

e. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

f. Supervisors, managers, directors, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure shall be immediately made to Human Resources. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved. Any waiver of a conflict of interest for a commission-approved employee must be disclosed to the commission at the time of appointment. If the potential conflict occurs subsequent to the appointment, a waiver must be approved by the commission within 30 days of occurrence.

g. Where problems or potential risks are identified the organization will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

h. In some cases more extreme measures may be necessary such as transfer to other positions or departments. Consideration for the individual to be transferred shall be based upon the following: operational necessity, seniority with the City, or other mutual agreement between both employees.

i. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

j. Continued failure to work with the organization to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate dismissal. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.

k. The provisions of this policy apply regardless of the sexual orientation of the parties involved.

l. This policy in no way alters, supersedes or abrogates the City's Equal Employment Opportunities Policy or any other policy in the employee manual. Any behavior that constitutes sexual harassment is illegal and against City Policy. Any questions, concerns or issues regarding possible sexual harassment should be referred immediately to the City's Equal Employment Opportunities Officer.

The City encourages open discussion of these issues and does not condone the taking of retaliatory action against employees who report actions that may violate this or any other City policy.

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize an agreement with the Broward College Contract with Shenandoah General Construction LLC in the amount not to exceed $20,000.00 to provide Storm Drain Cleaning, Repairs, and Maintenance services on an as-needed basis through November 26, 2024 and run concurrently with Broward College Contract, provided the Contract is extended by Broward College with the terms and conditions acceptable to the City, including funding. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization of an agreement with the Broward College Contract with Shenandoah General Construction LLC in the amount not to exceed $20,000.00 to provide Storm Drain Cleaning, Repairs, and Maintenance services on an as-needed basis through November 26, 2024 and run concurrently with Broward College Contract, provided the Contract is extended by Broward College with the terms and conditions acceptable to the City, including funding.

**BACKGROUND OF ITEM:**

Utilities Department's Stormwater Division, in combination with contracted resources, maintains and repairs the City's storm drain system. One of those resources is Shenandoah General Construction Company LLC, which has the capability to clean, video-inspect and repair this system, particularly large diameter pipes that are beyond our in-house capabilities. Shenandoah currently has a renewed contract with Broward College valid until November 26, 2024. Staff has determined that their pricing and other terms and conditions are reasonable and beneficial for as-needed work in Cooper City.

**ANALYSIS:**

N/A

**FISCAL IMPACT:**

The requested cleaning services is an approved item in the FY 2024 budget for Stormwater. There is sufficient funding available in the General Ledger Account Number noted below.

| General Ledger Acct. Number | Budgeted Amount | Requested Amount | Remaining Amount |
|---|---|---|---|
| 440-315-531290-538 | $70,000 | $20,000 | $50,000 |

**ATTACHMENTS:**

1. Broward College Contract RFP-2018-167-EH with Shenandoah General Construction LLC with Extension through 11-26-24 (Exhibit A)
2. Cooper City Agreement with Shenandoah General Construction LLC
3. Price Proposal from Shenandoah General Construction LLC. (Exhibit B)
4. Vendor Compliance

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/22/23 03:32 PM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to ... | 12/22/23 03:33 PM |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 11:35 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to ... | 12/29/23 12:39 PM |
| *The Fiscal Impact Section of this staff report is correct.* | | | |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 12/29/23 02:13 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:13 PM |

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BROWARD COLLEGE
www.broward.edu

# CONTRACT FOR SERVICES
# TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of _____ 2018 between the District Board of Trustees of Broward College, Florida ("College")_____ and Shenandoah General Construction Company ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after execution ("Contract").

## 1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Sean Devaney, sdevaney@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

## 2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

## 3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

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**4. TERMINATION FOR DEFAULT.**
A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**5. TERMINATION FOR CONVENIENCE.**
The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**
The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**
The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. PUBLIC ENTITY CRIMES/SDN LIST.**
The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

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**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

(a) Keep and maintain public records required by the College to perform the service.
(b) Upon request from the College, provide the College 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, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
(d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
(e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

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COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

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**15. ENTIRE AGREEMENT.**
This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**
The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**
The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**
The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**
Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**
The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

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**21. COMPENSATION/CONSIDERATION.**
The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**
The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than $3,000,000 in general liability insurance, $1,000,000 in automobile liability insurance, $0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**
The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

**24. COMPLIANCE/LICENSES.**
The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

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**25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

**26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security***. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

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will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

***Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."***

**30. MARKETING.**

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

**31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

**32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**
Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College _____ Vendor DD

**FOR VENDOR USE ONLY**

| | | | |
|---|---|---|---|
| Vendor Name (type) | Shenandoah General Const. Co. | Tax ID No. | 59-1707673 |
| Authorized Representative | Daniel DiMura | Title | Vice President |
| Address | 1888 NW 22 Street, Pompano Beach, FL 33069 | Telephone | 954-975-0098 |
| Signature of Vendor | DD | Date | 11/26/18 |
| Attested By Name (type) | Kenneth R Jackson | Title | Sec/Treas |
| Signature of Attester | Kenneth R Jackson | Date Signed | 11/26/18 |

## FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature DocuSigned by: Thomas W. Olliff A1267F44E088457... Date 11/27/2018

**IF REQUIRED**

College President Name _____

Signature Date

*Approved as to Form and Legality*

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

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**Contract for Services**

**Statement of Work**

**Exhibit "A"**

**CONTRACT TERM AND RENEWALS:** The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from each Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

This contract includes the terms and conditions and provisions of RFP-2018-167-EH and the Vendors response. In the event of a conflict between the documents, the order of priority shall be as follows:

1) Contract
2) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
3) RTQ
4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter
5) Vendor response/proposal

**SCOPE**

Vendor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

**LICENSE(S)**

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;

OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS “A”;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

**PERMITS/FEES**

College will pay permit fees directly to its Consultant(s); Storm Drain Vendor is not required to pay permit fees.

Other than permit fees, the Vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Vendor utilizing “pass-thru”. Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Vendor’s invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Vendor will invoice the College for reimbursement. No mark-up shall be allowed.

**DEBRIS, WASTE AND CHEMICALS**

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Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

## SUBCONTRACTORS

Due to environmental and liability concerns, no subcontracting will be allowed.

## TRAFFIC CONTROL

Vendor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

## RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The Vendor shall stand ready and be available to perform overtime work when requested to do so by the owner.

Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have six (6) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Vendor(s) shall provide a contact person to ensure twenty-four hours response.

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## EMERGENCY CALL-OUT

Emergency call-out is responding on short notice to perform any of the sevices listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Vendor(s). Vendor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

## PROTECTION OF EXISTING FACILITIES

The Vendor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

## CLEANING UP

The Vendor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

## CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that College shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

**Contract for Services**
**Prices**
**Exhibit A-1**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| | **TV Viewing** | | | | |
| 1 | Storm Drain {Video Camera) Observation 0 - 48" Log/Written Report | Linear Ft | 1 | $6.00 | $6.00 |
| 2 | Storm Drain {Video Camera) Observation 49" - 72" Log/Written Report | Linear Ft | 1 | $20.00 | $20.00 |
| 3 | Cleaning Box Culverts of Debris and Bituminous Materials Removed | Per Ft | 1 | $30.00 | $30.00 |
| | **Plug Installation & Removal {Includes Minimum Weekly Rental) for:** | | | | |
| 4 | O" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $1.00 | $1.00 |
| 5 | 15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $5.00 | $5.00 |
| 6 | 36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $10.00 | $10.00 |
| 7 | 48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $15.00 | $15.00 |
| 8 | 72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $25.00 | $25.00 |
| | **Pumping** | | | | |
| 9 | 4"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $25.00 | $25.00 |
| 10 | 6"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $35.00 | $35.00 |
| 11 | 8"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $40.00 | $40.00 |
| | **GENERAL MAINTENANCE AND REPAIRS** | | | | |
| | **Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe** | | | | |
| 12 | Slip Lining 15" Pipe | Linear Ft | 1 | $67.00 | $67.00 |
| 13 | Slip Lining 18" Pipe | Linear Ft | 1 | $75.00 | $75.00 |
| 14 | Slip Lining 24" Pipe | Linear Ft | 1 | $80.00 | $80.00 |
| 15 | Slip Lining 30" Pipe | Linear Ft | 1 | $95.00 | $95.00 |
| 16 | Slip Lining 36" Pipe | Linear Ft | 1 | $130.00 | $130.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 17 | Slip Lining 42" Pipe | Linear Ft | 1 | $182.00 | $182.00 |
| 18 | Slip Lining 48" Pipe | Linear Ft | 1 | $305.00 | $305.00 |
| 19 | Slip Lining 54" Pipe | Linear Ft | 1 | $322.00 | $322.00 |
| 20 | Slip Lining 60" Pipe | Linear Ft | 1 | $370.00 | $370.00 |
| | | | | | |
| 21 | CIPP 15" Pipe 15 x 6.7 mm {Buria l Depth is 0-6') | Linear Ft | 1 | $70.00 | $70.00 |
| 22 | CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12') | Linear Ft | 1 | $75.00 | $75.00 |
| 23 | CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6') | Linear Ft | 1 | $82.00 | $82.00 |
| 24 | CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12') | Linear Ft | 1 | $85.00 | $85.00 |
| 25 | CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6') | Linear Ft | 1 | $96.00 | $96.00 |
| 26 | CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12') | Linear Ft | 1 | $105.00 | $105.00 |
| 27 | CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6') | Linear Ft | 1 | $121.00 | $121.00 |
| 28 | CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12') | Linear Ft | 1 | $126.00 | $126.00 |
| 29 | CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $146.00 | $146.00 |
| 30 | CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12') | Linear Ft | 1 | $162.00 | $162.00 |
| 31 | CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6') | Linear Ft | 1 | $210.00 | $210.00 |
| 32 | CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12') | Linear Ft | 1 | $210.00 | $210.00 |
| 33 | CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $258.00 | $258.00 |
| 34 | CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12') | Linear Ft | 1 | $259.00 | $259.00 |
| 35 | CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $431.00 | $431.00 |
| 36 | CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12') | Linear Ft | 1 | $431.25 | $431.25 |
| 37 | CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6') | Linear Ft | 1 | $573.00 | $573.00 |
| 38 | CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12') | Linear Ft | 1 | $550.00 | $550.00 |
| 39 | CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6') | Linear Ft | 1 | $671.00 | $671.00 |
| 40 | CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12') | Linear Ft | 1 | $661.00 | $661.00 |
| 41 | CIPP 72" Pipe x 30.4 mm Linear Ft | Linear Ft | 1 | $772.00 | $772.00 |
| 42 | CIPP 84" Pipe x 35.5 mm Linear Ft | Linear Ft | 1 | $895.00 | $895.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 43 | CIPP 96" Pipe x 40.6 mm Linear Ft | Linear Ft | 1 | $1,100.00 | $1,100.00 |
| | **PIPE CLEANING** | | | | |
| | **Pipe Cleaning and Sediment removal (Light Cleaning)** | | | | |
| 44 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $0.50 | $0.50 |
| 45 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $0.75 | $0.75 |
| 46 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $1.00 | $1.00 |
| 47 | Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $1.25 | $1.25 |
| 48 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $1.50 | $1.50 |
| 49 | Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $2.00 | $2.00 |
| 50 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $2.50 | $2.50 |
| 51 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $2.75 | $2.75 |
| 52 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $3.00 | $3.00 |
| 53 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $4.00 | $4.00 |
| 54 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $5.00 | $5.00 |
| 55 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $6.00 | $6.00 |
| 56 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| | **Pipe Cleaning and Sediment Removel (Medium Cleaning)** | | | | |
| 57 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $1.00 | $1.00 |
| 58 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $1.25 | $1.25 |
| 59 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $1.50 | $1.50 |
| 60 | Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $2.00 | $2.00 |
| 61 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $2.50 | $2.50 |
| 62 | Cleaning and Sediment Remova l 42" Pipe | Linear Ft | 1 | $3.25 | $3.25 |
| 63 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $3.50 | $3.50 |
| 64 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $4.00 | $4.00 |
| 65 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| 66 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $8.00 | $8.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 67 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 68 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $15.00 | $15.00 |
| 69 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $35.00 | $35.00 |
| | **Pipe Cleaning and Sediment Removal (Heavy Cleaning)** | | | | |
| 70 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $5.50 | $5.50 |
| 71 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $6.25 | $6.25 |
| 72 | 72 Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| 73 | 73 Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $9.00 | $9.00 |
| 74 | 74 Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $10.25 | $10.25 |
| 75 | 75 Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $17.00 | $17.00 |
| 76 | 76 Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $19.00 | $19.00 |
| 77 | 77 Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $19.00 | $19.00 |
| 78 | 78 Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $20.00 | $20.00 |
| 79 | 79 Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $21.00 | $21.00 |
| 80 | 80 Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $23.00 | $23.00 |
| 81 | 81 Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $27.00 | $27.00 |
| 82 | 82 Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $38.00 | $38.00 |
| | **Pipe Cleaning and Sediment Removal (Specialty Cleaning)** | | | | |
| 83 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 84 | Cleaning and Sediment Remova l 18" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 85 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 86 | Cleaning and Sediment Remova l 30" Pipe | Linear Ft | 1 | $12.00 | $12.00 |
| 87 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $15.00 | $15.00 |
| 88 | Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $20.00 | $20.00 |
| 89 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $30.00 | $30.00 |
| 90 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $35.00 | $35.00 |
| 91 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $40.00 | $40.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 92 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $45.00 | $45.00 |
| 93 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $50.00 | $50.00 |
| 94 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $60.00 | $60.00 |
| 95 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $70.00 | $70.00 |
| | **Open Cut / Headwall Repairs & Other Services** | | | | |
| 96 | Construction Foreman | Hour | 1 | $55.00 | $55.00 |
| 97 | Equipment Operator | Hour | 1 | $150.00 | $150.00 |
| 98 | Laborer | Hour | 1 | $35.00 | $35.00 |
| 99 | Pipe Layer | Hour | 1 | $37.00 | $37.00 |
| 100 | Welding (Above & Below Water) | Hour | 1 | $75.00 | $75.00 |
| 101 | Diving Crew (3 Man Team) Certified | Hour | 1 | $450.00 | $450.00 |
| 102 | Crane 100 Ton & Below | Hour | 1 | $80.00 | $80.00 |
| 103 | Track or Wheeled Excavator | Hour | 1 | $50.00 | $50.00 |
| 104 | Stick Tracked Excavator (60' or Greater) | Hour | 1 | $60.00 | $60.00 |
| 105 | Wheel Loader | Hour | 1 | $40.00 | $40.00 |
| 106 | Backhoe Loader | Hour | 1 | $30.00 | $30.00 |
| 107 | Bulldozer | Hour | 1 | $15.00 | $15.00 |
| 108 | Double Drum Compactor | Hour | 1 | $15.00 | $15.00 |
| 109 | Vibratory Plate Compactor Hr. | Hour | 1 | $15.00 | $15.00 |
| 110 | 100 CFM Air Compressor with Hammer | Hour | 1 | $30.00 | $30.00 |
| 111 | De-Watering | Hour | 1 | $85.00 | $85.00 |
| 112 | Asphalt Pavement Replacement | Tons | 1 | $170.00 | $170.00 |
| 113 | Lime Rock | Tons | 1 | $50.00 | $50.00 |
| 114 | Dirt | Tons | 1 | $25.00 | $25.00 |
| 115 | Driveway Restoration (4" thick) Removal and Installation | Sq. Ft. | 1 | $25.00 | $25.00 |
| 116 | Driveway Restoration (6" thick) Removal and Installation | Sq. Ft. | 1 | $30.00 | $30.00 |
| 117 | Mitered Ends | Sq. Ft. | 1 | $45.00 | $45.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 118 | Pressure Grout Injection | Joints | 1 | $225.00 | $225.00 |
| 119 | Bahia Sod | Sq. Ft. | 1 | $1.30 | $1.30 |
| 120 | Floratan Sod | Sq. Ft. | 1 | $1.50 | $1.50 |
| 121 | Rip Rap Rubble 6" - 12" | Tons | 1 | $75.00 | $75.00 |
| 122 | Rip Rap Bag (80 lb. Bags) | Each | 1 | $12.00 | $12.00 |
| 123 | Concrete Pillow Blanket slope protection | Square Yard | 1 | $55.00 | $55.00 |
| 124 | Silt Screen Installation & Removal per 100 ft. | Each | 1 | $400.00 | $400.00 |
| 125 | Mobilization Fee | Each | 1 | $300.00 | $300.00 |
| | Material Mark Up %<br>-Cost Plus Percentage may not exceed 10%. | | | | |
| 126 | -A percentage of 0 or net cost is acceptable. | % | 1 | 10 | $10.00 |
| | | | | **GRAND TOTAL:** | $13,334.30 |

BROWARD COLLEGE

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

July 14, 2023

SHENANDOAH GENERAL CONSTRUCTION LLC
1888 NW 22nd Street
Pompano Beach, FL 33069

Attention: Anthony Guglielmi, President
Email: anthony@shenandoahus.com

Dear Mr. Guglielmi,

This letter shall serve to provide notice of Broward College's intent to exercise the third and final renewal option for an additional one year pursuant to the Broward College Contract **RFP-2018-167-EH** for **STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

**CONTRACT PERIOD: November 27, 2023 through November 26, 2024**

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:
Orlando Aponte
8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

Cc: Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance
RFP-2018-167-EH File

| TYPE/PRINT NAME<br>Anthony Guglielmi | TITLE<br>President |
|---|---|
| SIGNATURE | DATE<br>07/17/2023 |
| Signee warrants that he or she has full legal power to execute this document on behalf of the stated company. | |

# AGREEMENT BETWEEN THE CITY OF COOPER CITY AND SHENANDOAH GENERAL CONSTRUCTION, LLC.

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, 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 50th Place, Cooper City, Florida 33328 (**"City"**),

and

**SHENANDOAH GENERAL CONSTRUCTION, LLC.**, a Florida corporation, located at 1888 NW 22nd Street, Pompano Beach, 33069, 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 Storm Drain Cleaning, Repairs And Maintenance; 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 Solicitation and Bid RFP-2018-167-EH between BROWARD COLLEGE and the CONTRACTOR for the Storm Drain Cleaning, Repairs And Maintenance ("BROWARD COLLEGE Agreement"). The BROWARD COLLEGE Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

**WHEREAS**, the Parties agree to add the provisions of this agreement to the BROWARD COLLEGE Agreement as set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the BROWARD COLLEGE Agreement; and

**WHEREAS**, City desires to retain the services of CONTRACTOR by "piggybacking" the BROWARD COLLEGE Agreement; and

**WHEREAS**, the City has reviewed the scope of services of the competitively bid BROWARD COLLEGE Agreement, and has determined that it is an agreement that can be used by the City; and,

**WHEREAS**, at its meeting of _____, 20_____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

**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 BROWARD COLLEGE 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 BROWARD COLLEGE Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B".**

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 provide City with proof of insurance and bonding as required by the BROWARD COLLEGE Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. 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.

E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on November 26, 2024. Subject to any renewal as provided in the BROWARD COLLEGE Agreement.

**Section 3.** In all other respects, the terms and conditions of the BROWARD COLLEGE 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. 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.

5. 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@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

**Section 5. 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 6. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 7. 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:

Ryan Eggleston
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: Anthony Guglielmi
President
SHENANDOAH GENERAL CONSTRUCTION, LLC.
1888 NW 22nd Street
Pompano Beach, 33069

**Section 8. 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 9. 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.

**Section 10. E-verify**. 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:

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

B. All persons (including subvendors/subconsultants/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

C. 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.

(REMAINDER ITENTIONALLY LEFT BLANK)

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

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

Charles Bendgen
Print Name

CONTRACTOR:
**SHENANDOAH GENERAL CONSTRUCTION, LLC.**, a Florida corporation

BY: _____

Name: Anthony Guglielmi

Title: President

STATE OF Florida
COUNTY OF Palm Beach Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Anthony Guglielmi, as President of SHENANDOAH GENERAL CONSTRUCTION, LLC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SHENANDOAH GENERAL CONSTRUCTION, LLC. 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 seal in the State and County aforesaid this 18 day of December 2023.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires

Samantha Northcutt
Comm. # GG937798
Expires: Jan. 5, 2024
Bonded Thru Aaron Notary

DocuSign Envelope ID: [illegible]



# EXHIBIT B

## PRICE PROPOSAL FORM (ATTACHMENT E)
## Broward College RFP-2018-167-EH
## Storm Drain Cleaning, Repairs and Maintenance

**Contract for Services**
**Prices**
**Exhibit A-1**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| | **TV Viewing** | | | | |
| 1 | Storm Drain {Video Camera) Observation 0 - 48" Log/Written Report | Linear Ft | 1 | $6.00 | $6.00 |
| 2 | Storm Drain {Video Camera) Observation 49" - 72" Log/Written Report | Linear Ft | 1 | $20.00 | $20.00 |
| 3 | Cleaning Box Culverts of Debris and Bituminous Materials Removed | Per Ft | 1 | $30.00 | $30.00 |
| | **Plug Installation & Removal {Includes Minimum Weekly Rental) for:** | | | | |
| 4 | O" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $1.00 | $1.00 |
| 5 | 15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $5.00 | $5.00 |
| 6 | 36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $10.00 | $10.00 |
| 7 | 48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $15.00 | $15.00 |
| 8 | 72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week | Week | 1 | $25.00 | $25.00 |
| | **Pumping** | | | | |
| 9 | 4"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $25.00 | $25.00 |
| 10 | 6"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $35.00 | $35.00 |
| 11 | 8"hydraulic Pump (with up to 1000' of discharge hose) | Hours | 1 | $40.00 | $40.00 |
| | **GENERAL MAINTENANCE AND REPAIRS** | | | | |
| | **Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe** | | | | |
| 12 | Slip Lining 15" Pipe | Linear Ft | 1 | $67.00 | $67.00 |
| 13 | Slip Lining 18" Pipe | Linear Ft | 1 | $75.00 | $75.00 |
| 14 | Slip Lining 24" Pipe | Linear Ft | 1 | $80.00 | $80.00 |
| 15 | Slip Lining 30" Pipe | Linear Ft | 1 | $95.00 | $95.00 |
| 16 | Slip Lining 36" Pipe | Linear Ft | 1 | $130.00 | $130.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 17 | Slip Lining 42" Pipe | Linear Ft | 1 | $182.00 | $182.00 |
| 18 | Slip Lining 48" Pipe | Linear Ft | 1 | $305.00 | $305.00 |
| 19 | Slip Lining 54" Pipe | Linear Ft | 1 | $322.00 | $322.00 |
| 20 | Slip Lining 60" Pipe | Linear Ft | 1 | $370.00 | $370.00 |
| | | | | | |
| 21 | CIPP 15" Pipe 15 x 6.7 mm {Buria l Depth is 0-6') | Linear Ft | 1 | $70.00 | $70.00 |
| 22 | CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12') | Linear Ft | 1 | $75.00 | $75.00 |
| 23 | CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6') | Linear Ft | 1 | $82.00 | $82.00 |
| 24 | CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12') | Linear Ft | 1 | $85.00 | $85.00 |
| 25 | CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6') | Linear Ft | 1 | $96.00 | $96.00 |
| 26 | CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12') | Linear Ft | 1 | $105.00 | $105.00 |
| 27 | CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6') | Linear Ft | 1 | $121.00 | $121.00 |
| 28 | CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12') | Linear Ft | 1 | $126.00 | $126.00 |
| 29 | CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $146.00 | $146.00 |
| 30 | CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12') | Linear Ft | 1 | $162.00 | $162.00 |
| 31 | CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6') | Linear Ft | 1 | $210.00 | $210.00 |
| 32 | CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12') | Linear Ft | 1 | $210.00 | $210.00 |
| 33 | CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $258.00 | $258.00 |
| 34 | CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12') | Linear Ft | 1 | $259.00 | $259.00 |
| 35 | CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6') | Linear Ft | 1 | $431.00 | $431.00 |
| 36 | CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12') | Linear Ft | 1 | $431.25 | $431.25 |
| 37 | CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6') | Linear Ft | 1 | $573.00 | $573.00 |
| 38 | CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12') | Linear Ft | 1 | $550.00 | $550.00 |
| 39 | CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6') | Linear Ft | 1 | $671.00 | $671.00 |
| 40 | CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12') | Linear Ft | 1 | $661.00 | $661.00 |
| 41 | CIPP 72" Pipe x 30.4 mm Linear Ft | Linear Ft | 1 | $772.00 | $772.00 |
| 42 | CIPP 84" Pipe x 35.5 mm Linear Ft | Linear Ft | 1 | $895.00 | $895.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 43 | CIPP 96" Pipe x 40.6 mm Linear Ft | Linear Ft | 1 | $1,100.00 | $1,100.00 |
| | **PIPE CLEANING** | | | | |
| | **Pipe Cleaning and Sediment removal (Light Cleaning)** | | | | |
| 44 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $0.50 | $0.50 |
| 45 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $0.75 | $0.75 |
| 46 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $1.00 | $1.00 |
| 47 | Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $1.25 | $1.25 |
| 48 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $1.50 | $1.50 |
| 49 | Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $2.00 | $2.00 |
| 50 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $2.50 | $2.50 |
| 51 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $2.75 | $2.75 |
| 52 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $3.00 | $3.00 |
| 53 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $4.00 | $4.00 |
| 54 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $5.00 | $5.00 |
| 55 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $6.00 | $6.00 |
| 56 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| | **Pipe Cleaning and Sediment Removel (Medium Cleaning)** | | | | |
| 57 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $1.00 | $1.00 |
| 58 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $1.25 | $1.25 |
| 59 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $1.50 | $1.50 |
| 60 | Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $2.00 | $2.00 |
| 61 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $2.50 | $2.50 |
| 62 | Cleaning and Sediment Remova l 42" Pipe | Linear Ft | 1 | $3.25 | $3.25 |
| 63 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $3.50 | $3.50 |
| 64 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $4.00 | $4.00 |
| 65 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| 66 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $8.00 | $8.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 67 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 68 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $15.00 | $15.00 |
| 69 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $35.00 | $35.00 |
| | **Pipe Cleaning and Sediment Removal (Heavy Cleaning)** | | | | |
| 70 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $5.50 | $5.50 |
| 71 | Cleaning and Sediment Removal 18" Pipe | Linear Ft | 1 | $6.25 | $6.25 |
| 72 | 72 Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $7.00 | $7.00 |
| 73 | 73 Cleaning and Sediment Removal 30" Pipe | Linear Ft | 1 | $9.00 | $9.00 |
| 74 | 74 Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $10.25 | $10.25 |
| 75 | 75 Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $17.00 | $17.00 |
| 76 | 76 Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $19.00 | $19.00 |
| 77 | 77 Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $19.00 | $19.00 |
| 78 | 78 Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $20.00 | $20.00 |
| 79 | 79 Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $21.00 | $21.00 |
| 80 | 80 Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $23.00 | $23.00 |
| 81 | 81 Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $27.00 | $27.00 |
| 82 | 82 Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $38.00 | $38.00 |
| | **Pipe Cleaning and Sediment Removal (Specialty Cleaning)** | | | | |
| 83 | Cleaning and Sediment Removal 15" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 84 | Cleaning and Sediment Remova l 18" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 85 | Cleaning and Sediment Removal 24" Pipe | Linear Ft | 1 | $10.00 | $10.00 |
| 86 | Cleaning and Sediment Remova l 30" Pipe | Linear Ft | 1 | $12.00 | $12.00 |
| 87 | Cleaning and Sediment Removal 36" Pipe | Linear Ft | 1 | $15.00 | $15.00 |
| 88 | Cleaning and Sediment Removal 42" Pipe | Linear Ft | 1 | $20.00 | $20.00 |
| 89 | Cleaning and Sediment Removal 48" Pipe | Linear Ft | 1 | $30.00 | $30.00 |
| 90 | Cleaning and Sediment Removal 54" Pipe | Linear Ft | 1 | $35.00 | $35.00 |
| 91 | Cleaning and Sediment Removal 60" Pipe | Linear Ft | 1 | $40.00 | $40.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 92 | Cleaning and Sediment Removal 66" Pipe | Linear Ft | 1 | $45.00 | $45.00 |
| 93 | Cleaning and Sediment Removal 72" Pipe | Linear Ft | 1 | $50.00 | $50.00 |
| 94 | Cleaning and Sediment Removal 84" Pipe | Linear Ft | 1 | $60.00 | $60.00 |
| 95 | Cleaning and Sediment Removal 96" Pipe | Linear Ft | 1 | $70.00 | $70.00 |
| | **Open Cut / Headwall Repairs & Other Services** | | | | |
| 96 | Construction Foreman | Hour | 1 | $55.00 | $55.00 |
| 97 | Equipment Operator | Hour | 1 | $150.00 | $150.00 |
| 98 | Laborer | Hour | 1 | $35.00 | $35.00 |
| 99 | Pipe Layer | Hour | 1 | $37.00 | $37.00 |
| 100 | Welding (Above & Below Water) | Hour | 1 | $75.00 | $75.00 |
| 101 | Diving Crew (3 Man Team) Certified | Hour | 1 | $450.00 | $450.00 |
| 102 | Crane 100 Ton & Below | Hour | 1 | $80.00 | $80.00 |
| 103 | Track or Wheeled Excavator | Hour | 1 | $50.00 | $50.00 |
| 104 | Stick Tracked Excavator (60' or Greater) | Hour | 1 | $60.00 | $60.00 |
| 105 | Wheel Loader | Hour | 1 | $40.00 | $40.00 |
| 106 | Backhoe Loader | Hour | 1 | $30.00 | $30.00 |
| 107 | Bulldozer | Hour | 1 | $15.00 | $15.00 |
| 108 | Double Drum Compactor | Hour | 1 | $15.00 | $15.00 |
| 109 | Vibratory Plate Compactor Hr. | Hour | 1 | $15.00 | $15.00 |
| 110 | 100 CFM Air Compressor with Hammer | Hour | 1 | $30.00 | $30.00 |
| 111 | De-Watering | Hour | 1 | $85.00 | $85.00 |
| 112 | Asphalt Pavement Replacement | Tons | 1 | $170.00 | $170.00 |
| 113 | Lime Rock | Tons | 1 | $50.00 | $50.00 |
| 114 | Dirt | Tons | 1 | $25.00 | $25.00 |
| 115 | Driveway Restoration (4" thick) Removal and Installation | Sq. Ft. | 1 | $25.00 | $25.00 |
| 116 | Driveway Restoration (6" thick) Removal and Installation | Sq. Ft. | 1 | $30.00 | $30.00 |
| 117 | Mitered Ends | Sq. Ft. | 1 | $45.00 | $45.00 |

**PRICE PROPOSAL FORM (ATTACHMENT E)**
**Broward College RFP-2018-167-EH**
**Storm Drain Cleaning, Repairs and Maintenance**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE (to two decimal places) | TOTAL |
|---|---|---|---|---|---|
| 118 | Pressure Grout Injection | Joints | 1 | $225.00 | $225.00 |
| 119 | Bahia Sod | Sq. Ft. | 1 | $1.30 | $1.30 |
| 120 | Floratan Sod | Sq. Ft. | 1 | $1.50 | $1.50 |
| 121 | Rip Rap Rubble 6" - 12" | Tons | 1 | $75.00 | $75.00 |
| 122 | Rip Rap Bag (80 lb. Bags) | Each | 1 | $12.00 | $12.00 |
| 123 | Concrete Pillow Blanket slope protection | Square Yard | 1 | $55.00 | $55.00 |
| 124 | Silt Screen Installation & Removal per 100 ft. | Each | 1 | $400.00 | $400.00 |
| 125 | Mobilization Fee | Each | 1 | $300.00 | $300.00 |
| | Material Mark Up %<br>-Cost Plus Percentage may not exceed 10%. | | | | |
| 126 | -A percentage of 0 or net cost is acceptable. | % | 1 | 10 | $10.00 |
| | | | | **GRAND TOTAL:** | $13,334.30 |

# Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

| **Vendor: Shenandoah General Construction, LLC.**<br><br>**FEIN: 59-1707673** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Contractors | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Thursday, December 14, 2023 | |

# Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## 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.

*There are currently no vendors on this list.*

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

# Vendor Compliance Check List



| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| Petronas Dagangan Bhd | Sudan & Iran | Malaysia | September 19, 2007 | Yes |
| Petronas Gas Berhad | Sudan & Iran | Malaysia | September 19, 2007 | Yes |
| Petronas Global Sukuk | Sudan & Iran | Malaysia | August 2, 2016 | Yes |
| Putrajaya Management Sdn Bhd | Sudan & Iran | Malaysia | March 18, 2014 | Yes |
| Sinopec Capital 2013 Ltd | Sudan & Iran | China | September 24, 2013 | Yes |
| Sinopec Century Bright Capital Investment Ltd | Sudan & Iran | China | December 3, 2019 | Yes |
| Sinopec Engineering Group Co Ltd | Sudan & Iran | China | March 18, 2014 | Yes |
| Sinopec Group Overseas Development 2018 Ltd | Sudan & Iran | China | December 15, 2020 | Yes |
| Sinopec Group Overseas Development 2017 Ltd | Sudan & Iran | China | September 11, 2019 | Yes |
| Sinopec Group Overseas Development 2016 Ltd | Sudan & Iran | China | August 2, 2016 | Yes |
| Sinopec Group Overseas Development 2015 Ltd | Sudan & Iran | China | December 15, 2020 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold. (One company was added this quarter.)*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 |
| Betsah SA | Luxembourg | August 2, 2016 |
| Cactus SA | Luxembourg | August 2, 2016 |
| Co-operative Group Limited | United Kingdom | September 26, 2017 |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 |
| **Morningstar, Inc (Sustainalytics)** | **United States** | **October 25, 2023** |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 |
| Hindustan Unilever Ltd | India | July 29, 2021 |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 |
| Unilever Finance Netherlands BV (Unilever PLC bond issuance) | Netherlands | July 29, 2021 |



| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Unilever Ghana Ltd | Ghana | July 29, 2021 |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 |
| **# of Companies that Boycott Israel** | 18 | |

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |
| | | Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| | | RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

**FILED**
**Oct 02, 2023**
**Secretary of State**
**7963435750CC**

DOCUMENT# L19000024056

**Entity Name:** SHENANDOAH GENERAL CONSTRUCTION, LLC

**Current Principal Place of Business:**

1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318

**Current Mailing Address:**

1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318 US

**FEI Number: 59-1707673**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408 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 | PRESIDENT | Title | CFO |
| Name | GUGLIELMI, ANTHONY | Name | BENDGEN, CHARLES |
| Address | 1888 NW 22ND ST | Address | 1888 NW 22ND ST |
| City-State-Zip: | POMPANO BEACH FL 33069-1318 | City-State-Zip: | POMPANO BEACH FL 33069-1318 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CHARLES BENDGEN CFO 10/02/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Shenandoah General Construction LLC | | Open | 06/08/2010 | | 20 to 99 | 1 | FL |
| SHENANDOAH GENERAL CONSTRUCTION, LLC | | Open | 08/10/2023 | | 100 to 499 | 5 | FL |

CITY OF Cooper City
Someplace Special

# CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-02 issued to Hazen & Sawyer in the amount not to exceed $170,000 for Vulnerability Assessment of City's critical assets as required in the Florida Department of Environmental Protection Grant, Agreement No. 23PLN78 subject to the final signoffs. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order 2023-02 to Hazen & Sawyer (Hazen) in the amount not to exceed $170,000 for Vulnerability Assessment of City's critical assets as required in the Florida Department of Environmental Protection (DEP) Grant, Agreement No. 23PLN78 subject to the final signoffs.

**BACKGROUND OF ITEM:**

Hazen is one of the three (3) consultants selected through City's RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for professional services for each individual study in an amount not to exceed $500,000 without any additional competition.

Hazen is performing a similar assessment for Broward County, and their familiarity with the City's utility system and long history of working with the City staff makes them best suited for this project.

**FISCAL IMPACT:**

Hazen's Task Order 2023-02 will be funded entirely by the grant monies and will be available after the aforementioned Agreement is signed off by the DEP.

| General Ledger Acct. Number | Budgeted Amount | Prior Requested Amount | New Request Amount | Remaining Amount |
|---|---|---|---|---|
| Account to be created | $0 | $0 | $170,000 | 0 |

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-02 with Cost Proposal
2. Exhibit B - Florida Department of Environmental Protection Grant Agreement, 23PLN78
3. Original Professional Agreement with Hazen and Sawyer
   https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2lKHNLxFgqshI03N4o8BEZz9bvzoFNyyndHVeB7hcw?e=Rfd2k0
4. Vendor Compliance

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | Route to Purchasing | 12/19/23 08:25 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to ... | 12/22/23 03:08 PM |
| Allen, Tedra | Assigned to City Clerk | Route to Budget | 12/29/23 10:55 AM |
| Nadeau, Mike | Assigned to Budget | COMPLETE: Forward to ... | 12/29/23 12:40 PM |
| | *Uploaded staff report with updated Fiscal Impact Section. New GL number will be created upon grant award.* | | |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/03/24 01:50 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:13 PM |

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

# EXHIBIT A
# CITY OF COOPER CITY
## FLOOD VULNERABILITY ASSESSMENT
## TASK ORDER NO. 2023-02
## SCOPE OF SERVICES
## DECEMBER 18, 2023

## PROJECT BACKGROUND

The City of Cooper City (CITY) has requested the services of Hazen and Sawyer (CONSULTANT) to prepare a Vulnerability Assessment (VA) to identify flood vulnerabilities by conducting exposure and sensitivities analyses. Identification of flooding vulnerabilities is the first step in increasing protection of critical infrastructure throughout the CITY. The CITY intends to submit grant applications from the Resilient Florida Grant Program, amongst others, to support the recommendations resulting from this effort.

This task order will require the CONSULTANT to provide the services as required in the attached Florida DEP Grant Agreement, No. 23PLN78 with the CITY to deliver the following:

- Collection and organization of background data including critical/regionally significant assets inventory, topographic data, and flood scenario-related data.
- Utilization of an existing county-wide hydrologic & hydraulic stormwater model aligning with scenarios/simulations required by s. 380.093, F.S. The model will simulate existing conditions including stormwater infrastructure, using current and future boundary conditions, including future projected climatological conditions to include planning horizons for years 2040 and 2070.
- Development of a vulnerability assessment that will include reports, maps and tables presenting results from the exposure and sensitivity analyses in a standardized form to align with the requirements of s. 380.093, F.S.

## VULNERABILITY ASSESSMENT

### Task No. 1 – Kick-off Meeting

The CONSULTANT will schedule the kick-off meeting to develop an overall project management plan and to address initial actions. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables. The kick-off meeting will be hosted by the CITY. Prior to the meeting, the CONSULTANT will prepare the sign-in sheet, draft project schedule and other meeting materials, as necessary.

**Task No. 1 Deliverables:**

- Kick-off meeting agenda including location, date and time of meeting and copies of all materials created for the meeting.
- Kick-off meeting minutes documenting decisions agreed upon and outcomes of the meeting, to be submitted for review and approval by the CITY and sign-in sheets with attendee names and affiliation.

**Task No. 2 – Conduct Initial Public Outreach**

**Subtask No. 2.1 – Public Outreach Meeting #1**

The CONSULTANT will, in coordination with the CITY, conduct an initial public outreach meeting to allow the public to provide input regarding preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. Public outreach will be conducted during the data collection stages of the project. Including public outreach early in the project can influence critical asset inventories, particularly when it comes to determining the community's cultural assets. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.

**Task No. 2 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- Sign-in sheet identifying the number of citizens and county/municipality staff attendees;
- Presentation from the meeting;
- Video/audio recording of meeting;
- Summary report including attendee input and meeting outcomes;
- Copies of any presentations and graphics utilized during the conduct of the meeting.

## Task No. 3 – Acquire Background Data

The CONSULTANT, in coordination with the CITY, will research and compile the data needed to perform the VA, based on the requirements as defined in s. 380.093, F.S. The data collection for this project will source information pertaining to critical/regionally significant assets, topographic characteristics, and flood scenario-related data. This information will be used to evaluate the existing ground surface and stormwater infrastructure system. An initial Data Gap Analysis will help direct the data collection effort.

### Subtask No. 3.1 – Critical/Regionally Significant Assets Inventory

The CONSULTANT will coordinate with the CITY to identify, collect, and organize critical or regionally significant assets. The inventory will include:

- *Transportation assets and evacuation routes,* including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- *Critical infrastructure,* including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
- *Critical community and emergency facilities,* including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, CITY facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- *Natural, cultural, and historical resources,* including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

### Subtask No. 3.2 – Topographic Data

The CONSULTANT will utilize best LiDAR data and derived Digital Elevation Model (DEM) available in the region as well as available survey data to best model topography, finished floor elevations and roadway crests for critical assets. The DEM used for the vulnerability assessment will be 3-meter cell size at a minimum.

**Subtask No. 3.3 – Flood Scenario-Related Data**

The CONSULTANT will utilize the existing Broward County stormwater model developed by the CONSULTANT for the Broward County Resiliency Plan. The county-wide results from this model will be clipped to the Cooper City boundary and used for the Exposure and Sensitivity Analysis.

Aerial photography and parcel data will be obtained from the County property appraiser's office. The CONSULTANT will request on the CITY's behalf to obtain the most recent aerials and parcels from the County, along with the associated backup and metadata in support of this project.

**Task No. 3 Deliverables:**

- Draft of Data Collection Summary Technical Report
- Database of the data collected including the floodplain rasters, critical infrastructure and attributes collected for use in the Vulnerability Assessment (in electronic format).
- GIS metadata will incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, to include locations of critical asserts owned or maintained by the CITY and regionally significant assets.
- GIS files and associated metadata adhering to the FDEP Resilient Florida's GIS Data and Metadata Standards, and raw data sources will be defined within the associated metadata (see Appendix C: GIS Data Standards).

**Task No. 3 Assumptions:**

- GIS data provided by the CITY is sufficiently accurate to inform the vulnerability assessment. It is assumed no field survey or other verification of this information will be required.
- Sea level rise projection data will include NOAA's most recent intermediate-high and intermediate-low projections for 2040 and 2070.

Hydraulic modeling data and results will be acquired from the *Broward Countywide Risk Assessment and Resiliency Plan*.

**Task No. 4 – Draft Vulnerability Assessment**

**Subtask No. 4.1 – Exposure Analysis**

The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, rainfall, and/or compound flood scenario. As defined in s. 380.093, F.S., the water surface depths (i.e., flood scenarios) used to evaluate assets will include the following data:

- Tidal flooding, including future high tide flooding, which will use thresholds published

and provided by FDEP. The analysis will also geographically display the number of tidal flood days expected for each scenario and planning horizon.

- Current and future storm surge flooding, using the 2017 NOAA projections. The analyses will include the Intermediate Low and Intermediate High scenarios as defined by NOAA along with FEMA storm surge data.
- Rainfall-induced flooding using spatiotemporal analysis or hydrologic and hydraulic modeling results. Future boundary conditions will be modified to consider sea-level rise and high tide conditions. The 100 year 24 hour design storm will be used.
- Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

As defined in s. 380.093, F.S., the following scenarios and standards should be used for the exposure analysis:

- All analyses performed in North American Vertical Datum of 1988 (NAVD88).
- Two local sea-level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea-level rise projections.
- Planning horizons for the years 2040 and 2070.
- Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level.
- Encompassing entire municipality/county and including all critical assets owned or maintained by the municipality/county.
- The exposure analysis will use the most recent publicly available DEM which meets the defined minimum standard of 3-meter cell size.
- The existing modeling scenarios that meet the requirements listed above are summarized in the table below:

**Hydrologic – Hydraulic Modeling Scenarios to be used in the Vulnerability Assessment**

| Scenario No. | Rainfall | Sea Level Rise Projection | Planning Horizon | Tidal Condition |
|---|---|---|---|---|
| VA-3 | 100-yr | N/A | 2021- Current | Normal High Tide |
| VA-6 | 100-yr | 2017 NOAA Intermediate Low | 2040 | |
| VA-9 | 100-yr | 2017 NOAA Intermediate High | | |
| VA-12 | 100-yr | 2017 NOAA Intermediate Low | 2070 | |
| VA-15 | 100-yr | 2017 NOAA Intermediate High | | |
| VA-18 | 100-yr | N/A | 2021- Current | Storm Surge (100-year) |
| VA-21 | 100-yr | 2017 NOAA Intermediate Low | 2040 | |
| VA-24 | 100-yr | 2017 NOAA Intermediate High | | |
| VA-27 | 100-yr | 2017 NOAA Intermediate Low | 2070 | |
| VA-30 | 100-yr | 2017 NOAA Intermediate High | | |

**Subtask No. 4.2 – Sensitivity Analysis**

The CONSULTANT will perform a sensitivity analysis to measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. The analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Task No. 4.2 Deliverables:**

- Draft Vulnerability Assessment documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario as well as findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards. Accompanying report maps and tables should use the terminology and color coding from Table 6 of the *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* to illustrate the extent of flooding.
- GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers. GIS files and associated metadata adhering to FDEP Resilient Florida's GIS Data and Metadata Standards (see Appendix C: GIS Data Standards).
- List of critical and regionally significant assets that are impacted by flooding and sea-level rise, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

**Subtask No. 4.3 – Public Outreach Meeting #2**

The CONSULTANT will, in coordination with the CITY, conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of this meeting is to allow the public to provide community-specific input on the results of the analysis and to reconsider methodologies and assumptions used in the analysis. Additionally, during this meeting, the CONSULTANT will conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. Criteria will be established to guide the public's input for the selection of focus areas. The CONSULTANT will be responsible for preparing all presentations, graphics and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.

**Subtask No. 4.3 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

**Subtask No. 4.4 – Identify Focus Areas**

Based on the results of the second Public Outreach Meeting, the CONSULTANT will identify critical focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, a community may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies.

**Subtask No. 4.4 Deliverables:**

- A report summarizing the areas identified as focus areas, with justification for choosing each area;
- tables listing each focus area with any critical assets that are contained inside the focus area;
- maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study, and
- GIS files illustrating geographic boundaries of the identified focus areas.

**Task No. 5 – Final Vulnerability Assessment**

**Subtask No. 5.1 – Report, Maps, and Tables**

Based upon input from the Public Outreach efforts, as well as the CITY, the CONSULTANT will further develop, refine, and finalize the Vulnerability Assessment per the guidelines in s. 380.093, F.S., including identification of focus areas.

The final Vulnerability Assessment will include results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will include a list of critical and regionally significant assets that are impacted by flooding and sea-level rise,

specifying for each asset the flood scenario(s) impacting the asset.

**Subtask No. 5.1 Deliverables:**

- Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance;
- Final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.
- Completed Vulnerability Assessment Compliance Checklist (See Appendix E: Vulnerability Assessment Compliance Checklist)

**Subtask No. 5.2 – Public Presentation**

The CONSULTANT will present the final Vulnerability Assessment results to local governing boards, technical committees, or other appropriate officers or elected officials. The purpose of this presentation is to share the findings from the final Vulnerability Assessment and recommend actions for adaptation strategies and project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations.

**Subtask No. 5.2 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

**SCHEDULE**

The CONSULTANT will perform the services identified in Tasks 1 – 5 within 365 days of the written Notice to Proceed.

## COMPENSATION

This project will be performed by the CONSULTANT for the lump sum costs shown below. The CONSULTANT will bill the CITY on a percent complete basis by tasks.

| Task No. | Task Title | Lump Sum Fees |
|---|---|---|
| **VULNERBILITY ASSESSMENT** | | |
| 1 | Kick-off Meeting | $6,267 |
| 2 | Acquire Background Data | $10,663 |
| 3 | Exposure Analysis | $30,364 |
| 4 | Sensitivity Analysis | $85,575 |
| 5 | Final Vulnerability Assessment Report, Maps, and Tables | $37,131 |
| | **TOTAL PART** | **$170,000** |

## ASSUMPTIONS

1. The CONSULTANT will use the model previously developed for the Broward County Resiliency Plan to execute this Vulnerability Assessment.
2. This scope of work follows the Resilient Florida Program *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* as recommended by FDEP.
3. Grant tracking and reporting will be performed by CITY and/or separate consultant.
4. Stormwater improvements and master planning are not included in this effort.

## TIME OF PERFORMANCE

- The draft vulnerability assessment will be completed with 335 days of receipt of notice to proceed. The final vulnerability assessment will be completed within 30 days of receipt of CITY comments.

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: _____

Janeen M. Wietgrefe, Vice President

Dated this 18th day of December 2023

**APPROVED BY:**

**CITY of Cooper CITY**

BY: _____

Ryan Eggleston , CITY Manager

Dated this __ day of _____, 2023

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
## Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Cooper City Vulnerability Assessment**
Agreement Number: **23PLN78**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cooper City** Entity Type: **Local Government**

Grantee Address: **9090 SW 50 Place, Cooper City, Florida 33328** FEID: **59-6032417** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **City of Cooper City, Florida**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Cooper City.**

5. Total Amount of Funding: **170000**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☒ State ☐Federal | **FY 22-23 GAA 1776** | $ **170000** |
| ☐ State ☐Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ **170000** |

6. Department's Grant Manager
Name: **Hanna Tillotson** or successor
Address: **Resilient Florida Program**
**2600 Blair Stone Road, MS235**
**Tallahassee, Florida 32399**
Phone: **850-245-7540**
Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Raj Verma** or successor
Address: **City of Cooper City**
**11791 SW 49th Street**
**Cooper City, Florida 33330**
Phone: **954-434-5519 ext. 111**
Email: **rverma@coopercity.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☒ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification** |

| 8. The following information applies to Federal Grants only and is identified in accordance with | |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of Cooper City** **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

**Ryan Eggleston, City Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

## ORCP Additional Signatures

_____
DEP Grant Manager, Hanna Tillotson

_____
DEP QC Reviewer, Charles Neuhauser

## Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

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

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

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

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 23PLN78**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is City of Cooper City Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 23PLN78**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Cooper City Vulnerability Assessment

**PROJECT LOCATION:** The Project is located in City of Cooper within Broward County, Florida.

**PROJECT DESCRIPTION:**
The City of Cooper (Grantee) will complete the City of Cooper City Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

**TASKS AND DELIVERABLES:**

**Task 1: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

**Deliverables:** The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

**Task 2: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;

- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

**Task 3: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **3.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

**Task 4: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **4.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

**Task 5: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; and
- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Kick Off Meeting | Contractual Services | $6,267 | $0 | $6,267 | 7/1/2022 | 3/31/2025 |
| 2 | Acquire Background Data | Contractual Services | $10,663 | $0 | $10,663 | 7/1/2022 | 3/31/2025 |
| 3 | Exposure Analysis | Contractual Services | $30,364 | $0 | $30,364 | 7/1/2022 | 3/31/2025 |
| 4 | Sensitivity Analysis | Contractual Services | $85,575 | $0 | $85,575 | 7/1/2022 | 3/31/2025 |
| 5 | Final Vulnerability Assessment Report, Maps, and Tables | Contractual Services | $37,131 | $0 | $37,131 | 7/1/2022 | 3/31/2025 |
| | | **Total:** | **$170,000** | **$0** | **$170,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

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

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

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

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Award** | Florida Department of Environmental Protection | 22/23 | 37.098 | Resilient Florida Programs | $170,000.00 | 140078 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $170,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN78**

# CITY OF COOPER CITY VULNERABILITY ASSESSMENT

**City of Cooper City**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 23PLN78**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 23PLN78

Project Title: City of Cooper City Vulnerability Assessment

Grantee: City of Cooper City

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
# RESILIENT FLORIDA GRANT PROGRAM
# VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

## Exhibit I

*Required for all planning grant agreements.*

DEP Agreement Number: 23PLN78

Project Title: City of Cooper City Vulnerability Assessment

Grantee: City of Cooper City

---

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| a | ☐ | Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables. | |
| **All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:** | | | |
| b | ☒ | Geospatial data in an electronic file format. | |
| c | ☐ | GIS metadata. | |
| d | ☐ | List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset | |

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| e | ☐ | Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. | |

| | | | |
|---|---|---|---|
| | | ☐ Not applicable ☐ Already in compliance | |
| f | ☐ | Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department. | |
| g | ☐ | To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)* | |
| h | ☐ | Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*)<br>☐ NOAA data ☐ FEMA data | |
| i | ☐ | Initial storm surge event equals or exceeds current 100-year flood event. | |
| j | ☐ | Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)* | |
| k | ☐ | To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)* | |
| l | ☐ | Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)* | |
| m | ☐ | Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)* | |
| n | ☐ | To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)* | |

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| o | ☐ | All analyses performed in North American Vertical Datum of 1988. | |
| p | ☐ | Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections. | |
| q | ☐ | Includes at least two planning horizons, which must include years 2040 and 2070. | |
| r | ☐ | Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges. | |
| s | ☐ | Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*. | |

Identify all counties and municipalities that are included in this Vulnerability Assessment:

| | |
|---|---|
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I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Cooper City is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Meeting Date: 01/09/2024 Item #19.

# CERTIFICATE OF LIABILITY INSURANCE

12/18/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 |
| | E-MAIL ADDRESS: admin@amesgough.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 | INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| | INSURER B : Continental Insurance Company A(XV) | 35289 |
| | INSURER C : Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 7036845683 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab. | | | | | | MED EXP (Any one person) | $ 15,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 7036845635 | 3/29/2023 | 3/29/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Comp./Coll. Ded | $ 1,000 |
| B | X UMBRELLA LIAB X OCCUR | | | 7036845649 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | 7036845652 | 3/29/2023 | 3/29/2024 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab. | | | AEH008231489 | 3/29/2023 | 3/29/2024 | Per Claim/Aggregate | 5,000,000 |

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

**RE: TASK ORDER #2023-02, FLOOD VULNERABILITY ASSESSMENT**

**Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.**
**The City of Cooper City, FL, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the**
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Cooper City, FL
9090 SW 50th Place
Cooper City, FL 33328

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE


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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

Meeting Date: 01/09/2024 Item #19.

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ames & Gough | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER<br>SEE PAGE 1 | |
| CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with “arising out of” language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**


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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Endorsement

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

| **SCHEDULE** |
| --- |
| **Name of Additional Insured Person Or Organization** |
| ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



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Policy Endorsement

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HAZEN AND SAWYER D.P.C.

**Endorsement Effective Date:** 03/29/2023

| **SCHEDULE** |
|---|
| **Name(s) Of Person(s) Or Organization(s):** |
| ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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# Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

| **Vendor: Hazen and Sawyer, P.C.**<br><br>**FEIN: 13-2904652** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Vendor List | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Friday, December 22, 2023 | |

Vendor Compliance
Check List



# 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.

*There are currently no vendors on this list.*

Vendor Compliance
Check List



# Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB ] |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. [ 111.8 kB ] |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC [ 85.9 kB ] |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB ] |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB ] |

*Updated 12/10/19*

# Vendor Compliance Check List



| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |
| GPN Capital SA | Iran | Luxembourg | June 4, 2019 | Yes |
| Harbin Electric Co. Ltd. | Sudan | China | September 19, 2007 | Yes |
| Hindustan Petroleum Corporation Ltd | Sudan & Iran | India | June 13, 2018 | Yes |
| 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 |
| Lanka IOC Ltd | Sudan | India | September 19, 2007 | Yes |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold.*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 | Yes |
| Betsah SA | Luxembourg | August 2, 2016 | Yes |
| Cactus SA | Luxembourg | August 2, 2016 | Yes |
| Co-operative Group Limited | United Kingdom | September 26, 2017 | Yes |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 | Yes |
| Morningstar, Inc (Sustainalytics) | United States | October 25, 2023 | Prior to 10/25/24 if not resolved |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 | Prior to 10/25/24 |
| Hindustan Unilever Ltd | India | July 29, 2021 | Yes |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 | Yes |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 | Prior to 10/25/24 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 | Yes |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 | Yes |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 | Yes |
| Unilever Finance Netherlands BV | Netherlands | July 29, 2021 | Yes |

[redacted]

December 19, 2023
Page 2

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification | Full Divestment |
|---|---|---|---|
| (Unilever PLC bond issuance) | | | |
| Unilever Ghana Ltd | Ghana | July 29, 2021 | Yes |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 | Yes |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 | Yes |
| **# of Companies that Boycott Israel** | 18 | | |

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |

| | | | |
|---|---|---|---|
| Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 841657

**Entity Name:** HAZEN AND SAWYER, P.C.

**Current Principal Place of Business:**

4000 HOLLYWOOD BLVD.
SUITE 750N
HOLLYWOOD, FL 33021

**Current Mailing Address:**

498 SEVENTH AVE, 11TH FLOOR
NEW YORK, NY 10018 US

**FEI Number: 13-2904652**

**FILED**
**Jan 24, 2023**
**Secretary of State**
**7419634520CC**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 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

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT, DIRECTOR |
| Name | TAYLOR, RONALD L |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | CHIRIBOGA, FERNANDO B |
| Address | 999 PONCE DE LEON BLVD.<br>SUITE 1150 |
| City-State-Zip: | CORAL GABLES FL 33134 |

| | |
|---|---|
| Title | VP |
| Name | MEHROTRA, SANDEEP |
| Address | 498 SEVENTH AVE, 11TH FLOOR |
| City-State-Zip: | NEW YORK NY 10018 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | STONE, ALAN |
| Address | 4011 WESTCHASE BLVD.<br>SUITE 500 |
| City-State-Zip: | RALEIGH NC 27607 |

| | |
|---|---|
| Title | VP |
| Name | DAVIS, PATRICK A |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

| | |
|---|---|
| Title | VP, DIRECTOR, SECRETARY |
| Name | HAUBNER, GARY |
| Address | 7870 EAST KEMPER ROAD<br>SUITE 300 |
| City-State-Zip: | CINCINNATI OH 45249 |

| | |
|---|---|
| Title | VP, DIRECTOR |
| Name | PITT, PAUL |
| Address | 90 NEW MONTGOMERY STREET<br>SUITE 333 |
| City-State-Zip: | SAN FRANCISCO CA 94105 |

| | |
|---|---|
| Title | SENIOR VICE PRESIDENT, DIRECTOR |
| Name | TAYLOR, ROBERT B |
| Address | 4000 HOLLYWOOD BLVD.<br>SUITE 750N |
| City-State-Zip: | HOLLYWOOD FL 33021 |

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: WILLIAM CRAYON — CHIEF FINANCIAL OFFICER — 01/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

# Vendor Compliance Check List

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Hazen and Sawyer, P.C. | | Open | 04/24/2008 | | 20 to 99 | 1 | FL |

CITY OF Cooper City
Someplace Special

**CITY COMMISSION**
**STAFF REPORT**

**DEPARTMENT:** Parks and Recreation

**DATE:** January 9, 2024

**SUBJECT:** Purchase and installation of heaters/chillers from Symbiont Services Corporation – **Parks and Recreation**

**CITY MANAGER RECOMMENDATION:**
The City Manager is recommending the replacement, purchase, and installation of four (4) geothermal heaters and chiller units at the Pool and Tennis Center.

**BACKGROUND OF ITEM:**
Currently, the pool at the Pool and Tennis Center has four (4) heater/chiller units. The units are over fifteen years old. Two of the four units have reached their repairable lifespan and are no longer in operation. The other two units have intermittently needed repairs and are reaching their repairable lifespan. It is the recommendation to replace all four (4) units at the same time.

**ANALYSIS:**
The current units at the pool are geothermal heaters and chiller units. The new geothermal units will be purchased and installed by Symbiont Service Corporation. Due to the technological enhancements of the units and amp requirements, the electrical capacity will need to be increased. The electrical work will be completed by the same company and is included in the total cost. The warranty information is as follows: one (1) year Symbiont Service Corp. on all parts and labor of the installation. Five (5) years of manufacturing labor for the units. Seven (7) year manufacturer warranty on all parts of the Symbiont units. Lifetime on titanium tube of the condenser heat exchangers in the new units. With proper and preventative maintenance, the life span of the units is expected to be 15 years or greater.

**STRATEGIC PLAN:**
The pool at the Pool and Tennis Center helps create a Strong Sense of Place, which is identified within the third priority. Aquatic programming and water safety help foster community pride and increase social interactions.

**FISCAL IMPACT:**
The Parks and Recreation Department budgeted for the replacement and installation of the geothermal heater/chiller units during the 2024 fiscal year budget process. The project was budgeted through the general fund capital improvement line item. The purchase and installation

of the Symbiont units has been approved as a single source purchase. Symbiont is the creators of the geothermal heaters and are manufactured through AquaCal. Any other vendors in the market have to purchase the units from Symbiont or AquaCal. Upon approval of the purchase, the City will issue a Purchase Order to Symbiont Service Corporation. The Purchase Order has the terms and conditions. These are the terms and conditions that will apply to this project and the City will not be signing the terms and conditions previously provided by the vendor. The document is provided for the quote purpose only.

**PROCUREMENT PROCESS:**

The purchase and installation of this project has been approved as a single source purchase.
The section of the code which allows for this approval is procurement code Section § 2-253. The definition is defined in the code as: refers to a supply source for goods or services which purchases are directed because of issues related to standardization, warranty or other factors, even though other competitive sources may be available. In section § 2-258 (b)(1) further elaborates on single source purchases as:

> A contract may be awarded for a supply, service, or construction item without competition when the purchasing agent or a designee determines in writing that there is only one economically feasible source for the required supply, service, or construction item, or when requirements for standardization, warranty, geographic and territorial restrictions, or other factors create a situation where competition is either not feasible or practicable.

Based on these guidelines, the purchase of the geothermal thermal heater and chiller units from Symbiont Services Corporation is a single-source purchase. On December 21, 2023, the City posted a Notice of Intent for Sole/Single Source on Demand Star. The Notice for Single/Sole Source closed on January 2, 2024. This notification is posted to confirm, through the procurement process, that no other contractors/vendors can provide the products specified. The City of Plantation exercised the same process recently in September 2023. They, too, received no responses and issued the award to Symbiont Service Corporation.

The current units at the facility are Geothermal Units. Geothermal provides the ability to adequately maintain the water temperature of the pool. This not only applies to heating, but also to cooling. Elevated pool temperatures can lead to infections harvesting in the pool and unsanitary swimming conditions.

The geothermal units were created by Symbiont Services and AquaCal is the sole manufacture for Symbiont Services Corporation. If other pool companies were to purchase the units from AquaCal, they would be purchasing the same units the City is acquiring, potentially with an upcharge.

Symbiont Services Corporation is the only company in the state that can repair the units. If in the event the units were purchased from another company, and Symbiont Service does not install the units, they would not be able to complete the repairs. If another company was called in for repairs, all warranties would be voided.

The units at the facility are geothermal and have surpassed their lifespan of over 15 years. Given that our facility already operates on a geothermal system, standardizing the same geothermal technology for the replacement units will ensure seamless integration with our current infrastructure. Furthermore, familiarity with the existing system will expedite staff training and reduce potential downtime during the transition. It is the recommendation to maintain the same system in place to be able to adequately regulate the pool water temperature. The single source purchase aligns with our commitment to providing a high-quality recreational experience for our community while ensuring the longevity and efficiency of our recreational facilities.

| **General Ledger Acct. Number** | **Budgeted Amount** | **Requested Amount** | **Remaining Amount** |
|---|---|---|---|
| General Fund Capital Improvement Fund 300-710-563160-519-24014 | $100,000 | $75,198.00 | $24,802.00 |

**ALTERNATIVES:**

If the purchase and installation of the geothermal units are not approved, the pool will not be able to maintain an adequate pool temperature in the range of 78 degrees to 85 degrees. Equally so, if we cannot have the chillers during the warmer seasons, the pool can be in jeopardy of exceeding the recommended pool temperature and potentially be at risk for bacteria and/or other compliance regulations.

**ATTACHMENTS:**

1. Request for Single Source Procurement
2. Single Source Letter
3. Symbiont Service Corp Quote
4. Single Source Provider Letters
5. City of Cooper City Purchase Order Terms and Conditions
6. City of Cooper City Notice of Intent
7. City of Cooper City Award Letter
8. City of Plantation Notice of Intent
9. City of Plantation Award Letter

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | Route to Purchasing | 01/05/24 11:10 AM |
| Dodgen, Brandon | Assigned to Purchasing | COMPLETE: Forward to ... | 01/05/24 11:20 AM |
| Allen, Tedra | Assigned to City Clerk | Route to Attorney | 01/05/24 11:28 AM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 01/05/24 11:30 AM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/05/24 11:35 AM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/05/24 12:24 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 12:34 PM |

# REQUEST FOR SINGLE SOURCE PROCUREMENT

***Single Source:*** Refers to a supply source for goods or services to which purchases are directed because of issues related to standardization, warranty, or other factors, even though other competitive sources may be available.

| | | | |
|---|---|---|---|
| **Date:** | Janaury 9, 2024 | | |
| **To:** | FINANCE DEPARTMENT - PROCUREMENT DIVISION | | |
| **From:** | Parks and Recreation Department | | |
| **Vendor:** | Symbiont Service Corp | | |
| **REQ No:** | | **Amount:** | 75198 |

**COMODITY OR SERVICE REQUIRED:**
Replacement of all pool heaters/chillers with new Symbiont Geothermal Heaters/Chillers: Four (4) Symbiont Geo Thermal Pool Heat/Cool units includes titanium condenser heat exchangers and all electrical work. The attached quote has the detailed service required information. The project was budgeted through the Fiscal 24 budget year.

**SINGLE SOURCE JUSTIFICATION:**
Section 2-253 and 2-258 (b) single source procurements. In this particular case, the current system is geothermal. Symbiont is the creator of the geothermal units and aquacal does the manufactoring for them.Other vendors have to purchase from Symbiont. Splitting the system up would require a full conversion of the system. Please see attached letter for further explanation.

By signing below, I certify to the best of my knowledge that this single source request meets the requirements for a single source procurement, pursuant to Cooper City Procurement Code.

| **Approval Signatures:** | |
|---|---|
| Department Director: Stacie Weiss | Date: 05-Jan-24 |
| Purchasing Agent: ($4,999 and Under) Brandon Dodgen Digitally signed by Brandon Dodgen Date: 2024.01.05 10:21:33 -05'00' | Date: 05-Jan-24 |
| City Manager: ($5,000 – $19,999) | Date: |

**OVER $20,000, CITY COMMISSION APPROVAL REQUIRED**

| | | |
|---|---|---|
| Approved: ☐ | Disapproved: ☐ | Date: |

# Symbiont Service Corp

Pool Heating • Air Conditioning
GeoThermal Comfort Solutions

*"One Company, One Call, Complete Comfort!"*

April 21, 2023

City of Cooper City
Attention: Joshua Rhodes
11600 Stonebridge Parkway
Cooper City, Florida 33026

***Re: Sole Source Symbiont™ Provider***

Dear Mr. Rhodes:

Symbiont Service Corp. is the exclusive distributor of the Symbiont™ GeoThermal Pool/Spa heater, which is manufactured by AquaCal in St. Petersburg, Florida. AquaCal manufactures these heaters designed and engineered specially to Symbiont™ specifications. The heater is labeled as a Symbiont™ with a special model number and AquaCal sells them exclusively to Symbiont Service Corporation.

As long as the Symbiont™ model heater is installed by Symbiont Service Corp., it comes with a five-year labor and seven year all parts warranty. Additionally, Symbiont Service Corp. is the factory-authorized provider of parts and service to support this specialized warranty. Any repairs performed by an unauthorized repair facility will void the warranty for the Symbiont™ heater.

Please feel free to call me if you have any questions or concerns at 1-800-881-4328 or you can e-mail me at sandy@symbiontservice.com.

Sincerely,
Symbiont Service Corp.

Sandy L. King
President

**Symbiont Service Corp.**
Go Green • Go GeoThermal
4372 North Access Road, Englewood, Florida 34224
941.474.9306 • 800.881.4328 • Fax 941.473.9306
GeoThermalFlorida.com • Info@SymbiontService.com
Pool Heating • Air Conditioning
"One Company, One Call, Complete Comfort!"

# POOL/SPA HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946
CBC1258380 • CPC1456477

Proposal Submitted To:

City of Cooper City
11600 Stonebridge Parkway
Cooper City, Florida 33026
954-436-7300

Job Name: Date: October 23, 2023

City of Cooper City
11600 Stonebridge Parkway
Cooper City, Florida 33026
954-434-4300 x295

We hereby submit specifications and estimates for:

## Replace All Pool Heaters with new Symbiont Pool Heaters:

4 Symbiont Model PH090BRGSWHM GeoThermal Pool Heat/Cool Units
Includes titanium condenser heat exchangers

Source Water: From existing lake, pump & piping, if adequate.

Remove and haul away all four of the existing units &
install PoolSync WiFi controller for heating system.

Electric: Install new 200 amp panel from meter, if adequate, install new 30 amp disconnect from MDP, if adequate, and wire above equipment

Complete* installation $ 75,198.00
* Local permits additional as required.

**Manufacturer's Limited Warranty:**
One year Symbiont Service Corp. all parts and labor on the installation.
Five year manufacturer's labor on the new Symbiont units.
Seven year manufacturer's all parts only on the new Symbiont units.
Lifetime parts on titanium tube portion of the condenser heat exchangers in new units.

*Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces. All work done to code. All current discounts and promotions have been applied.*

The labor, material and equipment required for this job will be furnished by **Symbiont Service Corporation ("Symbiont")** for a total of:
**Seventy-five thousand one hundred ninety-eight dollars and no/100 ---------- $75,198.00**
**Monthly Progressive Billing**

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".

**I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer: _____
(print name)
Signature: _____
Date: _____

***Respectfully submitted,***
**SYMBIONT SERVICE CORPORATION**
By: _____

# Symbiont Service Corp.

**Go Green • Go GeoThermal**

*"One Company, One Call, Complete Comfort!"*

Pool Heating • Air Conditioning

Tuesday, May 23, 2023

To whom it may concern:

Symbiont Service is the only GeoThermal company in the state of Florida that is authorized to perform service and warranty work on your AquaCal PH090BRGSWHM GeoThermal heater apart from the AquaCal factory itself.

Symbiont Service is the only company that will service, and is licensed in all trades, for the entire pool heating system including lake pump, lake screen, source water plumbing, pool water plumbing, bypass, diversion valves, pressure temperature ports, and electrical relating to the pool heating system. AquaCal factory service will only service the actual heater itself and will not service outside of the heater itself. Aqua Cal (the manufacturer) only services the heater itself. Any issues with the related equipment for the geothermal system will not be covered. SSC not only services the heater(s), but all related equipment and electrical connections and is licensed in areas necessary to perform this work. Our company also performs preventative planned maintenance on the heaters and related equipment.

Symbiont Service is the Sole Source for the PH090BRGSWHM heater in the State of Florida, is the sole authorized installer, and any other service work performed on the heating system will void the warranty of the system.

Sincere Regards,

David Ballard

David Ballard
Field Engineer
Symbiont Service

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



4372 North Access Road, Englewood, Florida 34224 • 941.474.9306 • Fax 941.473.9306 • GeoThermalFlorida.com

**CITY OF COOPER CITY, FLORIDA**
**PURCHASE ORDER TERMS & CONDITIONS**

The following Terms and Conditions are applicable to this purchase order entered into by and between City of Cooper City (referred to as the "City") and Vendor (referred to as the "Seller")

**1. MODIFICATIONS**
This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Purchasing Agent constitute the complete and exclusive statement of this purchase order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Purchasing Agent.

**2. CITY ATTORNEY APPROVAL**
The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this purchase order, these terms and conditions shall prevail.

**3. ASSIGNMENT**
Any assignment of this purchase order or the performance of work hereunder, in whole or in part, is prohibited.

**4. EXCUSABLE DELAYS**
The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the purchase order.

**5. TERMINATION FOR DEFAULT**
If Seller defaults in its performance and does not cure the default within 30 days after written notice of default, the City may terminate this purchase order, in whole or in part, upon written notice without penalty to the City. In such event, Seller 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 Seller was not in default or (2) Seller's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for convenience of the City.

**6. TERMINATION FOR CONVENIENCE**
The City may terminate this purchase order, in whole or in part, upon 30-days prior written notice, when it is in the best interest of the City. If the purchase order is for supplies, products, equipment or software, and is terminated for convenience by the City, Seller will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the purchase order is for services and so terminated, the City shall only be liable for payment for those services rendered prior to termination.

**7. PAYMENT TERMS**
By accepting this purchase order, the Seller agrees that payment terms shall be Net 30, unless otherwise stated.

**8. INVOICING**
Original invoices shall be mailed to Accounts Payable, City of Cooper City, 9090 SW 50 Place, Cooper City, FL, 33328 or emailed to AccountsPayable@CooperCity.gov. This purchase order number and shipping location shall be referenced on each invoice. Invoices not issued to the City in a timely manner may be subject to non-appropriation.

**9. TAX**
The City of Cooper City is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

**10. RESPONSIBILITY**
The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Cooper City purchase order issued by the Procurement Division.

**11. ACCEPTANCE**
Seller's acceptance of this purchase order will be presumed unless Seller acknowledges exception, in writing, to the City within (10) calendar days after date of the purchase order.

**12. REPRESENTATIVE**
All parties to this purchase order agree that the representatives named herein possess full and complete authority to bind the parties.

**13. SHIPPING/F.O.B.**
In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list th
the invoice. Unde
collect shipments be accepted.

**14. DELIVERIES**
Deliveries shall be made during the hours of 8:30 AM to 3:30 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. COOPER CITY FACILITIES ARE NOT EQUIPPED WITH LOADING DOCKS. Accordingly, Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. The City will not be responsible for redelivery, storage or handling charges due to Seller's failure to notify the City concerning this type of delivery.

**15. INSPECTION**
All commodities delivered on this purchase order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

**16. QUANTITIES**
Quantities specified in the purchase order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

**17. PAYMENT CHANGES**
Payment will be issued only to the company and address set forth on the purchase order, except if the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company. Unless paid using a City credit card, payment in the form of a City of Cooper City check will be mailed to the remit to address on file. Payment will not be hand delivered.

**18. ANTI-DISCRIMINATION**
Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

**19. UNIFORM COMMERCIAL CODE**
Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and

Approved By: _____ Date: _____

supplement the terms and conditions of this purchase order.

**20. LEGAL RESPONSIBILITY**
By accepting this purchase order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

**21. COPYRIGHT/PATENT/TRADEMARK**
Seller shall save and hold harmless City, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this purchase order.

**22. INDEMNIFICATION**
Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this purchase order.

**23. OCCUPATIONAL SAFETY & HEALTH**
Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this purchase order must be accompanied by a Material Safety Data Sheet (MSDS).

**24. INSURANCE**
Unless otherwise stated in a formal solicitation issued by the City and awarded to the Seller, the Seller of services must have secured and maintained the required minimum amount of $1,000,000 general and $1,000,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City's risk manager.

**25. COMPLIANCE WITH LAWS**
This agreement shall be governed by the laws of the State of Florida. Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this purchase order or the performance of work hereunder.

**26. CONSENT TO JURISDICTION**
Venue of any action to enforce this purchase order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this purchase order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

**27. WARRANTY**
Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

**28. DISCRIMINATORY VENDOR LIST**
Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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 publi[illegible] or repair of a publ[illegible] 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. By accepting this purchase order, Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

**29. CONVICTED VENDOR LIST**
Pursuant to Section 287.133, Florida Statutes, 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. By accepting this purchase order, Vendor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

**30. SCRUTINIZED COMPANIES LIST**
Pursuant to Section 287.135, Florida Statutes, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel. Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Vendor further certifies that it is not engaged in business operations in Cuba or Syria. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Vendor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been

Approved By: _____ Date: _____

placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

**31. E-VERIFY**

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.

**32. PUBLIC RECORDS**

Seller agrees to keep and maintain public records in Seller's possession or control in connection with Seller's performance under this purchase order. Seller additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

**Section 119.0701(2)(a), Florida Statutes: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**OFFICE OF THE CITY CLERK**
**CITY OF COOPER CITY**
**9090 SW 50TH PLACE**
**COOPER CITY, FL 33328**
**TELEPHONE: 954-434-4300**
**EMAIL: PRR@COOPERCITY.GOV**

**Approved By:** _____ **Date:** _____

Ryan C. Shrouder, Commissioner
Lisa Mallozzi, Commissioner
Jeremy Katzman, Commissioner
Ryan Eggleston, City Manager

# NOTICE OF INTENT TO SOLE/SINGLE SOURCE

December 21, 2023

## SOLE/SINGLE SOURCE: ISS-2024-1-REC

## PROEJECT NAME: Symbiont Geothermal Pool/Spa Heater

**The City of Cooper City is requesting proprietary sole/single source information for the purchase of Symbiont Geothermal Pool/Spa heater from Symbiont Service, Corp.**

This is not a Request for Proposal and there is no solicitation available. The following paragraphs contain specifications and justification for the proprietary service under the authority of and in accordance with Florida State Statute 287.057(3)(C).

Any vendor/contractor, who believes that they can provide an equal to better product, shall submit a written statement outlining their reasons and concerns in detail along with sufficient documentation to substantiate their claim that offer meets or exceeds the specifications of the proposed proprietary recommendation.

It will be the vendor/contractor's responsibility to provide adequate information in their written statement to enable the City of Cooper City to ensure that the proposed products meet the required criteria.

If adequate information is not submitted with the statement, it shall be rejected.

**PROPRIETARY ITEMS**

The City of Cooper City is requesting proprietary sole/single source information for the purchase of Symbiont Geothermal Pool/Spa heater from Symbiont Service, Corp. Symbiont Service, Corp. claims they are the sole source distributor of Symbiont Geothermal Pool/Spa Heater, which is manufactured by AquaCal in St. Petersburg, Florida.

**Written statement shall be sent to:**

Purchasing – City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328
954-434-4300 Ext. 268
purchasing@coopercity.gov

**By: January 2, 2024 at 3:00 P.M. EST to be considered.**

# NOTICE OF INTENT TO AWARRD SOLE/SINGLE SOURCE

January 3, 2024

**RE: SOLE/SINGLE SOURCE: ISS-2024-1-REC**
**PROJECT NAME: Symbiont Geothermal Pool/Spa Heater**

To Whom it May Concern:

On December 21, 2023, the City of Cooper City posted a Notice to intent to Sole Source (ISS) on the website named DemandStar, in reference to Florida State Statute 287.057(3)(C). This notice closed on January 2, 2024 @ 3:00 PM EST and the City of Cooper City **did not** receive any written statements from any other contractors/vendors indicating that they could provide products specified in ISS-2024-1-REC.

**Sole/Single Source Awarded To:**
Symbiont Service, Corp.

**PROPRIETARY ITEMS**
Symbiont Geothermal Pool/Spa heater from Symbiont Service, Corp. Symbiont Service, Corp. claims they are the sole source distributor of Symbiont Geothermal Pool/Spa Heater, which is manufactured by AquaCal in St. Petersburg, Florida.

Respectfully,

Brandon Dodgen

Digitally signed by Brandon Dodgen
Date: 2024.01.03 14:56:27 -05'00'

Brandon Dodgen
Purchasing Agent
purchasing@coopercity.gov

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

**C**
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstein

NOTICE OF INTENT TO SOLE/SINGLE SOURCE

SOLE/SINGLE SOURCE NUMBER: 068-23 DATE: September 20, 2023

PROJECT NAME: Symbiont Geothermal Pool/Spa Heater

**The City of Plantation is requesting proprietary sole/single source information for the purchase of Symbiont Geothermal Pool/Spa heater from Symbiont Service, Corp.**

This is not a Request for Proposal and there is no solicitation available. The following paragraphs contain specifications and justification for the proprietary service under the authority of and in accordance with Florida State Statute 287.057(3)(C).

Any vendor/contractor, who believes that they can provide an equal to better product, shall submit a written statement outlining their reasons and concerns in detail along with sufficient documentation to substantiate their claim that offer meets or exceeds the specifications of the proposed proprietary recommendation.

It will be the vendor/contractor's responsibility to provide adequate information in their written statement to enable the City of Plantation to ensure that the proposed products meet the required criteria.

If adequate information is not submitted with the statement, it shall be rejected.

---

**PROPRIETARY ITEMS**
The City of Plantation is requesting proprietary sole/single source information for the purchase of Symbiont Geothermal Pool/Spa heater from Symbiont Service, Corp. Symbiont Service, Corp. claims they are the sole source distributor of Symbiont Geothermal Pool/Spa Heater, which is manufactured by AquaCal in St. Petersburg, Florida.

**Written statement shall be sent to:**

**Asha Edwards**
**Procurement Assistant Director**
**City of Plantation**
**400 NW 73rd Ave**
**Plantation, Florida 33317**
**T 954-797-2205 F 954-797-2649**
**aedwards@plantation.org**

**By: October 5, 2023 at 3:00 p.m. to be considered.**

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

**CITY COUNCIL**
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstein

To Whom It May Concern:

RE: ISS No. 068-23

On September 20, 2023 the City of Plantation posted a Notice to Intent to Sole Source (ISS) on the website named Demand Star, in reference to Florida Statute 287.057(3)(C). This notice closed on October 5, 2023 @3:00pm and the City of Plantation **did not** receive any written statements from any other contractors/vendors indicating that they could provide products specified in ISS No. 068-23.

Sole/Single Source Awarded To:
Symbiont Service, Corp.

Proprietary Items:
Symbiont Geothermal Pool/Spa Heater

Sole/Single Source Expiration Date: October 7, 2026
This three (3) year term can be terminated at any time if a contractor/vendor provides sufficient documentation that they can offer the product(s) or service(s) initially sole sourced. At which time the City will begin its competitive procurement process for the above referenced subjects.

Respectfully,

Asha Edwards, LLB, CPPB, NIGP-CPP
Asst. Procurement Director
Email: aedwards@plantation.org

Approval Date: 10 / 06 / 2023

**Asha Edwards,** Asst. Procurement Director

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** **Resolution 24-02 (Utilities)**

**DATE:** January 9, 2024

**DESCRIPTION:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR VULNERABILITY ASSESSMENT UNDER THEIR RESILIENT FLORIDA PROGRAM IN THE AMOUNT OF $170,000 AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends the City Commission approve and authorize entering into a Grant Agreement, No. 23PLN78, with the Florida Department of Environmental Protection (DEP) for Vulnerability Assessment under their Resilient Florida Program in the amount of $170,000.

**BACKGROUND OF ITEM:**
On June 7, 2022, the City was notified by the Florida Department of Environment Protection (DEP), Office of Resilience and Coastal Protection (ORCP) that it has not prepared a Vulnerability Assessment (VA) of the City's critical assets or currently has one that is in compliance with Florida Statute 380.093(3). The ORCP also advised that grant funding was available from DEP where no match was required. By authorizing an application through its Resolution 22-22, the City applied for and was approved for $170,000 grant funding with zero match in the State Budget for FY 2022-23.

The deliverables in the VA Report are required to include the following five (5) Tasks:

1. Conduct a *Kickoff* Meeting.
2. Acquire Background Data, which would include identifying City's critical assets like transportation assets, critical infrastructure, critical community and emergency facilities and natural, cultural and historical resources.
3. Perform Exposure Analysis to identify the depth of water caused by each sea-level rise, storm surge and/or flood scenario.

4. Perform Sensitivity Analysis to measure the impact of flooding on assets to determine the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.
5. Prepare and submit a VA Report.

**ANALYSIS:**
This VA Study is not only a statutory requirement but is also necessary to assess the impacts on critical assets due to sea-level rise and flooding. Although Cooper City is fairly inland, it does about one of the regional canal systems, C-11, and its water levels could potentially have an impact on our critical assets.

The FDEP staff has advised that if the VA Study identifies and concludes that upgrades of certain critical assets are necessary, the City may be eligible for matching grant funds for future construction.

**STRATEGIC PLAN:**
The Study is in line with the Strategic Plan, as it will potentially determine upgrades of certain Critical assets within the City's infrastructure.

**FISCAL IMPACT:**
There would be little direct fiscal impact to the City for the VA Study because this will be fully funded by the State. However, some in-houses resources along with GIS mapping efforts will be necessary to collect and compile data on City's critical assets. The City's Engineering Inspector will compile and provide the best data that can be assembled and coordinate with City's GIS Consultant. Funds are available in the City's FY 2024 budget for GIS services.

**ALTERNATIVES:**
The City could decline the Grant and the Agreement. However, the staff does not recommend this alternative.

**ATTACHMENTS:**
1. Resolution 24-02
2. Florida DEP Agreement as Exhibit "A"

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Montoya, Jenna | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/19/23 08:24 AM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/22/23 03:06 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/22/23 03:07 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 08:33 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:13 PM |

**RESOLUTION NO. 24-02**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING AND DIRECTING APPROPRIATE CITY OFFCIALS TO ENTER INTO A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR VULNERABILITY ASSESSMENT UNDER THEIR RESILIENT FLORIDA PROGRAM IN THE AMOUNT OF $170,000 AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on June 7, 2022, the City of Cooper City ("City") was notified by the Florida Department of Environmental Protection ("DEP"), Office of Resilience and Coastal Protection ("ORCP), that it has not prepared a Vulnerability Assessment (VA) of the City's critical assets or currently has one that is in compliance with Florida Statutes (FS) 380.093 (3); and

**WHEREAS,** ORCP also advised that grant funding was available from DEP where no match was required; and

**WHEREAS,** by authorizing the grant application through Resolution 22-22, the City applied for and was approved for $170,000 grant funding with zero match in the Florida State Budget for FY 2022-23; and

**WHEREAS**, the scope of VA requires the City submit a VA Report, evaluating impacts on City's critical assets due to flooding and sea-level rise; and

**WHEREAS**, the Utilities Director/City Engineer recommends approval and authorization to enter into an Agreement with DEP, No. 23PLN78, to perform a Vulnerability Assessment of City's critical assets; and

**WHEREAS**, the City Commission finds that approving and authorizing the aforementioned Agreement with DEP, No. 23PLN78, to perform a Vulnerability Assessment of City's critical assets is in the best interests of the citizens and residents of the City of Cooper City.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1: Recitals Adopted.** That each of the above recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

**Section 2**: That the City Commission hereby approves and authorizes the appropriate City officials to enter into an Agreement with DEP. No. 23PLN78, to perform a Vulnerability Assessment of City's critical assets, attached hereto as Exhibit A.

**Section 3:** That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

**Section 4: Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 5: Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 5: Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED this _____day of _____, 2024.**

_____
GREG ROSS
Mayor

ATTEST:

_____
RYAN EGGLESTON
City Manager

_____
TEDRA ALLEN
City Clerk

ROLL CALL

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner, Green | _____ |
| Commissioner, Shrouder | _____ |
| Commissioner, Katzman | _____ |
| Commissioner, Mallozzi | _____ |

APPROVED AS TO LEGAL FORM:

_____
Jacob G. Horowitz
City Attorney

Exhibit A

Meeting Date: 01/09/2024 Item #21.

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
## Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Cooper City Vulnerability Assessment**
   Agreement Number: **23PLN78**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **City of Cooper City** Entity Type: **Local Government**

   Grantee Address: **9090 SW 50 Place, Cooper City, Florida 33328** FEID: **59-6032417** (Grantee)

3. Agreement Begin Date: **7/1/2022** Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **City of Cooper City, Florida**

   Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Cooper City.**

5. Total Amount of Funding: **170000**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☒ State ☐ Federal | **FY 22-23 GAA 1776** | $ **170000** |
| ☐ State ☐ Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ **170000** |

6. Department's Grant Manager
   Name: **Hanna Tillotson** or successor
   Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
   Phone: **850-245-7540**
   Email: **Hanna.Tillotson@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Raj Verma** or successor
   Address: **City of Cooper City**, **11791 SW 49th Street**, **Cooper City, Florida 33330**
   Phone: **954-434-5519 ext. 111**
   Email: **rverma@coopercity.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

| 8. | The following information applies to Federal Grants only and is identified in accordance with |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of Cooper City** **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

**Ryan Eggleston, City Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

## ORCP Additional Signatures

_____
DEP Grant Manager, Hanna Tillotson

_____
DEP QC Reviewer, Charles Neuhauser

## Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

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

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

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

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 23PLN78**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is City of Cooper City Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 23PLN78**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Cooper City Vulnerability Assessment

**PROJECT LOCATION:** The Project is located in City of Cooper within Broward County, Florida.

**PROJECT DESCRIPTION:**
The City of Cooper (Grantee) will complete the City of Cooper City Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

**TASKS AND DELIVERABLES:**

**Task 1: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

**Deliverables:** The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

**Task 2: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;

- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

**Task 3: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **3.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

**Task 4: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **4.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

**Task 5: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; and
- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Kick Off Meeting | Contractual Services | $6,267 | $0 | $6,267 | 7/1/2022 | 3/31/2025 |
| 2 | Acquire Background Data | Contractual Services | $10,663 | $0 | $10,663 | 7/1/2022 | 3/31/2025 |
| 3 | Exposure Analysis | Contractual Services | $30,364 | $0 | $30,364 | 7/1/2022 | 3/31/2025 |
| 4 | Sensitivity Analysis | Contractual Services | $85,575 | $0 | $85,575 | 7/1/2022 | 3/31/2025 |
| 5 | Final Vulnerability Assessment Report, Maps, and Tables | Contractual Services | $37,131 | $0 | $37,131 | 7/1/2022 | 3/31/2025 |
| | | **Total:** | **$170,000** | **$0** | **$170,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

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

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

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

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Award** | Florida Department of Environmental Protection | 22/23 | 37.098 | Resilient Florida Programs | $170,000.00 | 140078 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $170,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN78**

# CITY OF COOPER CITY VULNERABILITY ASSESSMENT

**City of Cooper City**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 23PLN78**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 23PLN78

Project Title: City of Cooper City Vulnerability Assessment

Grantee: City of Cooper City

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
# RESILIENT FLORIDA GRANT PROGRAM
# VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

## Exhibit I

*Required for all planning grant agreements.*

DEP Agreement Number: 23PLN78

Project Title: City of Cooper City Vulnerability Assessment

Grantee: City of Cooper City

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In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| a | ☐ | Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables. | |
| **All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:** | | | |
| b | ☒ | Geospatial data in an electronic file format. | |
| c | ☐ | GIS metadata. | |
| d | ☐ | List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset | |

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| e | ☐ | Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. | |

| | | | |
|---|---|---|---|
| | | ☐ Not applicable ☐ Already in compliance | |
| f | ☐ | Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department. | |
| g | ☐ | To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)* | |
| h | ☐ | Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*)<br>☐ NOAA data ☐ FEMA data | |
| i | ☐ | Initial storm surge event equals or exceeds current 100-year flood event. | |
| j | ☐ | Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)* | |
| k | ☐ | To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)* | |
| l | ☐ | Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)* | |
| m | ☐ | Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)* | |
| n | ☐ | To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)* | |

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

| Item ID | Check if Included | Item Description | Page Reference in VA Report (if applicable) |
|---|---|---|---|
| o | ☐ | All analyses performed in North American Vertical Datum of 1988. | |
| p | ☐ | Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections. | |
| q | ☐ | Includes at least two planning horizons, which must include years 2040 and 2070. | |
| r | ☐ | Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges. | |
| s | ☐ | Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*. | |

Identify all counties and municipalities that are included in this Vulnerability Assessment:

| | |
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I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Cooper City is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** **Ordinance 24-01 (Commission)**

**DATE:** January 9, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 23 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "ZONING DISTRICTS;" BY SPECIFICALLY DELETING ARTICLE V, SECTION 23-104.1, ENTITLED "PHARMACIES, MEDICAL OFFICES OR CLINICS, AND MEDICAL OR DENTAL LABORATORIES – LOCAL RESTRICTIONS;" PROVIDING FOR ADDITIONAL LOCATIONS FOR PHARMACIES IN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Shrouder**

**CITY MANAGER RECOMMENDATION:**
Commissioner Shrouder request approval of Ordinance 24-01 on 1st reading amending Chapter 23 by specifically deleting Article V, Section 23-104.1 providing for additional locations for pharmacies in the City.

**BACKGROUND OF ITEM:**
At the December 12, 2023 City Commission meeting, Commission consensus was reached for the City Attorney's Office to draft an ordinance repealing location restrictions in section 23-104.1.

Section 23-104.1 of the City's Code of Ordinances currently states:

(a)Pharmacies. .....

> (1)Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no pharmacy shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time. .....
>
> (2)Outparcels. The location restriction of subsection (1) above shall not apply to a pharmacy which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a medical office or clinic, or medical or dental laboratory, which is staffed by health care

practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time. However, no pharmacy shall be permitted to locate within the same outparcel as any medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, unless approved as a conditional use. .....

(b)Medical offices or clinics, or medical or dental laboratories. .....

(1)Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any pharmacy. .....(2)Outparcels. The location restriction of subsection (1) above shall not apply to a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a pharmacy. However, no medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same outparcel as a pharmacy, unless approved as a conditional use. .....

(c)The foregoing location restrictions shall not apply to pharmacies or medical offices or clinics, or medical or dental laboratories, for which an application for a business tax receipt has been submitted prior to the date of adoption of this Ordinance. .....

(d)These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations. .....

**ATTACHMENTS:**

1. Ordinance 24-01

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 02:27 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 01/04/24 04:24 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 01/04/24 04:25 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 11:35 PM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/05/24 10:35 AM |

**ORDINANCE NO. 24-01**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 23 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "ZONING DISTRICTS;" BY SPECIFICALLY DELETING ARTICLE V, SECTION 23-104.1, ENTITLED "PHARMACIES, MEDICAL OFFICES OR CLINICS, AND MEDICAL OR DENTAL LABORATORIES – LOCAL RESTRICTIONS;" PROVIDING FOR ADDITIONAL LOCATIONS FOR PHARMACIES IN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 25, 2010, the City Commission of the City of Cooper City adopted Ordinance No. 10-5-1, thereby establishing certain restrictions on the location of pharmacies; and

**WHEREAS,** Ordinance No. 10-5-1 was adopted in response to the opioid crisis and, in part, restricted the operation of pharmacies in certain locations where healthcare practitioners were licensed to prescribe controlled substances or vice versa; and

**WHEREAS,** the opioid crisis which prompted the need for certain provisions of Ordinance No. 10-5-1 has been abated through state and federal legislation, healthcare advances, litigation and other efforts; and

**WHEREAS,** the City participated in the statewide opioid litigation and has received settlement funds that are being used to address many of concerns which resulted in the adoption of Ordinance No. 10-5-1; and

**WHEREAS,** the City is no longer faced with the healthcare crisis which resulted in the regulation of separating proximity between medication prescribers and pharmacy locations pursuant to Ordinance No. 10-5-1; and

**WHEREAS,** the City Commission has held a public hearing and considered public input, as required by law; and

**WHEREAS,** the City Commission has determined that amending the pharmacy and medication prescriber's location restrictions is in the best interest of the health, safety, and welfare of its citizens and residents.

**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 as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2**. **City Code Amended.** That Chapter 23, entitled "Zoning Districts," of the City of Cooper City Code of Ordinances is hereby amended by specifically deleting Article V, Section 23-104.1, entitled "Pharmacies, medical office, or clinics, and medical or dental laboratories – Location restrictions" as follows:

~~**Sec. 23-104.1. – Pharmacies, medical offices or clinics, and medical or dental laboratories – Location restrictions.**~~

~~(a) Pharmacies.~~

~~(1) Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no pharmacy shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time.~~

~~(2) *Outparcels.* The location restriction of subsection (1) above shall not apply to a pharmacy which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time. However, no pharmacy shall be permitted to locate~~

~~within the same outparcel as any medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, unless approved as a conditional use.~~

~~(b) *Medical offices or clinics, or medical or dental laboratories.* .....~~

~~(1) Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any pharmacy.~~

~~(2) *Outparcels.* The location restriction of subsection (1) above shall not apply to a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a pharmacy. However, no medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same outparcel as a pharmacy, unless approved as a conditional use.~~

~~(c) The foregoing location restrictions shall not apply to pharmacies or medical offices or clinics, or medical or dental laboratories, for which an application for a business tax receipt has been submitted prior to the date of adoption of this Ordinance. .....~~

~~(d)These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.~~

**SECTION 3**. **Conflict**. 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.

**SECTION 4. Severability.** 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 5. Codification**. 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, 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. All other Code references to Sec. 23-104.1 may be deleted.

**SECTION 6. Effective Date.** This Ordinance shall become effective upon passage and adoption.

**PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.**

**PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2024.**

_____
MAYOR GREG ROSS

ATTEST:

_____
TEDRA ALLEN, MMC

Approved as to Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** Ordinance No. 23 -27 (Finance)

**DATE** January 9, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends the approval of Ordinance 23-27, amending the Adopted Budget for fiscal year 2023-24.

**BACKGROUND OF ITEM:**
On September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance number 2023-20, thereby adopting a budget for the fiscal year 2023-24. In accordance with the Florida Statutes, staff is allowed to amend the fiscal year's budget in a manner similar to the adoption of the budget: by ordinance. Due to unexpected events/items that have occurred since the adoption of the Budget staff is recommending the following amendment to the Budget.

**ANALYSIS:**
The proposed budget amendment is needed for the following:

The fiscal year 2023-24 Revised Budget will be increased by **$537,837.00.**

- ***General Fund***: Appropriation of fund balance is needed to pay for the annual cost allocation of **$42,236.49** to participate in the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County. Commission approved the Interlocal agreement by resolution number 2023-8 on May 23, 2023.
- ***Water and Sewer Utility Fund***: On October 24, 2023, Commission approved an increase in the Utility rates based on CPI effective November 1, 2023. The estimated increase in revenues that this will generate is **$495,600.00**. This increased revenue is being used to replace the membranes at the Water Distribution plant.
- ***Water and Sewer CIP Fund***: An operating transfer from the Water and Sewer Utility to the CIP Fund for the increase in revenues due to the Utility rates is being used to replace the membranes at the distribution plant in the amount of **$495,600.00**.

**FISCAL IMPACT:**

| | General Ledger Acct. Number | Budgeted Amount | Requested Amount |
|---|---|---|---|
| **1.** | **General Fund – 001-190-533434-519**<br>Sanitation-non departmental | | $42,237.00 |
| | ……..- **001-000-386980-386**<br>Appropriation from Fund Balance | | ($42,237.00) |
| **2.** | **Water & Sewer Utility – 450-000-343300-343**<br>Service Charge – Water Utility | | ($218,453.00) |
| | **……– 450-000-343500-343**<br>Service Charge – Sewer/Wastewater Utility | | ($277,147.00) |
| | **…… – 450-950-591453-536**<br>Transfer to Capital Improvement | | $495,600.00 |
| **3.** | **Water & Sewer CIP Fund – 453-000-381450-389**<br>Transfer to Capital Improvement | | ($495,600.00) |
| | **……– 453-911-563422-533-WS002**<br>Improvement- Water Distribution- Replace Membranes | | $495,600.00 |

**ATTACHMENTS:**

1. Ordinance No. 2023-27
2. Exhibit A

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to … | 12/29/23 12:16 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to … | 12/29/23 12:32 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to … | 12/29/23 12:33 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo… | 01/04/24 08:43 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:25 PM |

# ORDINANCE NO. 2023-27

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 2023-20, thereby adopting a budget for the Fiscal Year 2023-2024; and

**WHEREAS,** certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S.; and

**WHEREAS,** City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

**WHEREAS**, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

**Section 2.** The City Commission of the City of Cooper City hereby amends Ordinance No. 2023-20 as provided in the Amended Budget for the Fiscal Year 2023-2024, which is on file in the Finance Department and incorporated herein by reference.

**Section 3.** The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

**Section 4.** All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, or other part or application of this 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 or effect.

**Section 6.** This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGEHAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.**

**PASSED AND FINAL ADOPTION on Second Reading this __ day of ___ _____, 2023.**

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC
City Clerk

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

Exhibit "A"



# ORDINANCE # 2023-27

| | FROM | TO |
|---|---|---|
| **FUND** | **GENERAL FUND** | |
| **DEPARTMENT** | Revenues | Non-Departmental |
| **Account Description** | Appropriation from Fund Balance | Utilities - Sanitation |
| **Account Number** | 001-000-386980-386 | 001-190-533434-519 |
| **Amount to be Transferred** | **$ 42,237.00** | **$ 42,237.00** |
| | | |
| **FUND** | **WATER & SEWER UTILITY FUND** | |
| **DEPARTMENT** | Revenues | Transfers |
| **Account Description** | Service Charge- Water Utility | Enterprise Transfer to Capital Improvement |
| **Account Number** | 450-000-343300-343 | 450-950-591453-536 |
| **Amount to be Transferred** | **$ 218,453.00** | **$ 495,600.00** |
| | | |
| **Account Description** | Service Charge- Sewer/Wastewater Utility | |
| **Account Number** | 450-000-343500-343 | |
| **Amount to be Transferred** | **$ 277,147.00** | |
| | | |
| **FUND** | **WATER & SEWER CIP FUND** | |
| **DEPARTMENT** | Transfers | CIP Projects |
| **Account Description** | Interfund Transfer In -Water Sewer | Improvement- Water Distribution Replace membranes |
| **Account Number** | 453-000-381450-389 | 453-911-563422-533-WS002 |
| **Amount to be Transferred** | **$ 495,600.00** | **$ 495,600.00** |

# CITY COMMISSION
# ORDINANCE/RESOLUTION

**TITLE:** **Ordinance 23-28 (Commission)**

**DATE:** January 9, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Mallozzi**

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends approval of Ordinance 23-28 prohibiting the keeping of roosters in residential zoning districts in the City.

**BACKGROUND OF ITEM:**
At the November 14th City Commission meeting, there was a Commission discussion regarding residents who have roosters that are causing noise concerns in the neighborhoods. The Commission voted unanimously to have the City Attorney bring back an ordinance prohibiting roosters in certain areas.

**ANALYSIS:**
The approval of Ordinance 23-28 will prohibit the keeping of roosters and provide for enforcement in residential zoning districts in the City.

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**
1. Ordinance 23-28

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 12:18 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/29/23 12:33 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/29/23 12:33 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 08:43 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:25 PM |

**ORDINANCE NO. 23-28**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the crowing of roosters in certain residential areas within the City of Cooper City (the "City") has negatively affected many residents' quiet enjoyment of their property; and

**WHEREAS,** the City Commission finds that roosters constitute a public nuisance in residential communities in the City; and

**WHEREAS,** in an effort to mitigate the noise and public nuisance caused by crowing roosters, the City Commission seeks to prohibit the keeping of roosters in residential zoning districts; and

**WHEREAS,** the City Commission has held a public hearing to consider the input of the general public; and

**WHEREAS,** the City Commission finds that amending the City Code to prohibit the keeping of roosters in residential zoning districts is in the best interests of the citizens and residents 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 as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2**. **City Code Amended.** That Article I, entitled "In General," of Chapter 5, entitled "Animals and Fowl," of the City of Cooper City Code of Ordinances is hereby amended by specifically creating Section 5-5, to be entitled "Keeping of Roosters," as follows:

Sec. 5-5 Keeping of Roosters

A) Unless otherwise provided for herein, it shall be unlawful for any person to keep or cause to be kept any rooster within any residential zoning district in the City, as set forth in Chapter 23 of the City's Code of Ordinances. This prohibition shall not apply to the following zoning districts established by Sec. 23-1 of this Code: (A-1) Agricultural District, (E-1) Estate District, (E-2) Rural Estate District, or (E-3) Agricultural Estate District.

B) Enforcement. This subsection may be enforced by the City as follows:

1) As provided by the City's code enforcement procedures founding Chapter 13 of this Code;

2) As provided in Sec. 1-8 of this Code; or

3) Through any legal remedy available to the City.

**SECTION 3**. **Conflict**. 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.

**SECTION 4. Severability.** 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 5. Codification**. 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, that the Sections of this ordinance may be

renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**SECTION 6. Effective Date.** This Ordinance shall become effective upon passage and adoption.

**PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.**

**PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2023.**

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** **Ordinance 23-29 (Administration)**

**DATE:** January 9, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends approval of Ordinance 23-29 on 2nd reading amending the City's procedures for engaging and removing the City's Special Magistrate.

**BACKGROUND OF ITEM:**
At the September 26, 2023 City Commission meeting, there was a Commission discussion on the position of the Special Magistrate. The City Commission directed the City Attorney to bring back an ordinance to amend the City's Code concerning Special Magistrate Services.

**ANALYSIS:**
Approving Ordinance 23-29 on 2nd reading will amend the City's Code of Ordinance relating to engagement and removal of special magistrates for code enforcement matters, establishing a Special Magistrate Code Enforcement process.

**STRATEGIC PLAN:**
N/A

**FISCAL IMPACT:**
N/A

**ALTERNATIVES:**
N/A

**ATTACHMENTS:**

1. Ordinance 23-29

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 12:21 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/29/23 12:33 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/29/23 12:33 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 08:43 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:25 PM |

**ORDINANCE NO. 23-29**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Cooper City ("City") desires to update and amend the City's Code of Ordinances related to the engage and removal of special magistrates for code enforcement matters; and

**WHEREAS,** the City Commission seeks to streamline the process of engaging special magistrates and expressly incorporate the provisions of Ch. 162, F.S., related to special magistrate code enforcement procedures; 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 this Ordinance 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 13 OF CITY CODE AMENDED.** The City Commission of the City of Cooper City hereby amends Chapter 13, entitled "Public Safety," by amending Article VI entitled, "Code Enforcement" and specifically amending Section 13-65, entitled "Special Magistrate system created; qualifications; terms; removal," as follows:

**ARTICLE VI. CODE ENFORCEMENT**

**Sec. 13-65. - ~~Special Magistrate system created; qualifications; terms; removal~~Establishing a Special Magistrate Code Enforcement Process ~~.~~**

(a) There is hereby established a special magistrate code enforcement process for the City of Cooper City, Florida, which shall consist of at least one (1) special magistrate who is a qualified individual or firm appointed by the City Commission.

(b) The qualifications and appointment of special magistrates shall be as follows:

(1) Each special magistrate shall be engaged by the City Commission pursuant to a written agreement and shall serve with compensation as established by the City Commission upon appointment.

(2) Each special magistrate must be both an attorney and a member of the Florida Bar in good standing for a minimum of five (5) years.

(3) Each special magistrate will be bound by the code of ethics of the Florida Bar as currently proscribed or as amended from time to time.

(b) The rules and regulations as found in Ch. 162, F.S., as may be amended from time to time, shall be adopted herein by reference. Additional rules and regulations, consistent with the provisions of state law, are set forth in this Chapter 13 of the City Code.

~~(a) There is hereby created a Special Magistrate code enforcement system for the City of Cooper City, Florida, which shall consist of one Special Magistrate and one designated alternate Special Magistrate, who are qualified individuals or firms appointed by the City Commission.~~

~~(b) Special Magistrates must be a law firm or an attorney who is a member in good standing of the Florida Bar and shall be selected on the basis of experience or interest in the field of Code enforcement and shall possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability. In selecting and appointing Special Magistrates, the City Commission shall accord a preference to applicants who have prior experience as a special magistrate or hearing officer.~~

~~(c) The City Commission shall appoint the Special Magistrates as provided by this section. Appointments shall be made for a term of three years. Any Special Magistrate may be reappointed at the discretion of the City Commission. There shall be no limit on the number of reappointments that may be given to any individual Special Magistrate; provided, however, that a determination as to removal or reappointment must be made for each Special Magistrate by the City Commission at the end of each term of the Special Magistrate. Appointments to fill any vacancy in the office of Special Magistrate shall be for the remainder of the unexpired term.~~

~~(d) Special Magistrates shall not be City employees but shall be compensated for each session based on an hourly rate set by the City Commission. For purposes of this section, "session" is defined to mean all cases brought before the Special Magistrate for a hearing on one particular date.~~

~~(e) Special Magistrates may be removed from office by majority vote of the City Commission with or without cause.~~

~~(f) Hearings before the Special Magistrate shall generally occur no less frequently than once a month, but may occur more often as found to be necessary by the City Manager.~~

~~(g) Minutes shall be maintained of all hearings conducted by the Special Magistrate, and all sessions shall be open to the public.~~

~~(h) The Special Magistrate shall have jurisdiction of only those cases assigned by the City Manager or his or her designee.~~

~~(i) The Special Magistrate shall follow and enforce the Code provisions as authorized by F.S. Ch. 162. Neither the City Manager nor the City Commission or its members shall give orders to the Special Magistrates.~~

**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.

**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 _____, 2023.**

**PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2023.**

ATTEST:

_____
GREG ROSS
Mayor

_____
TEDRA ALLEN
City Clerk

Approved As To Form:

_____
JACOB G. HOROWITZ
City Attorney

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** **Ordinance 23-30 (Administration)**

**DATE:** January 9, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends Commission approve the execution of a franchise agreement with Coastal Waste & Recycling, Inc. for the collection and hauling of commercial and residential municipal solid waste, residential bulk and recycling and Rolloff services with an effective date of April 1, 2024 and expiring March 31, 2031.

**BACKGROUND OF ITEM:**
Beginning January 23, 2001, Cooper City has had a collection services agreement with Waste Management Inc. of Florida providing for the collection and hauling of commercial and residential municipal solid waste (MSW), residential bulk and recycling, and Rolloff services. The seventh amendment to this agreement was executed August 24, 2023 and provided for a limited six-month extension of the services agreement. This agreement expires on March 31, 2024.

Request for Proposal (RFP) 2023-2-PW was issued September 29, 2023 to competitively bid these services with the changes/additions to the current service levels/contractual requirements including:

a. City to assume responsibility for actual residential MSW and bulk disposal costs.
b. Proposers asked to identify their fees for all services for years 1 through 7 of the initial contract term.
c. Franchise fees (12%) to apply to all charges, including billed disposal.
d. Customer service specifications including multi-lingual call center, web platforms and reporting tools.
e. Administrative charges to apply to critical service measures.

f. $120,000 annual payment to support Solid Waste Coordinator position to be created.
g. Increase in annual scholarship payment from $5,000 to $10,000 per year.
h. Multi-family properties to be billed as single-family properties eliminating additional costs and invoicing to the City.
i. Emergency debris services included for bulk (as needed).
j. Extra services upon request for bulk customers.
k. Exploration of bulk serviced at current levels, once monthly on Mondays, once every other month at 10cy per collection and once quarterly at 15cy per collection.

**ANALYSIS:**
The procurement process to competitively bid these services began September 29, 2023, with the issuance of RFP 2023-2-PW. The RFP closed October 23, 2023 receiving a total of four proposals from the following qualified vendors:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida
4. Waste Pro of Florida, Inc.

In accordance with the City's Procurement Code, an Evaluation Committee (EC) was established, comprised of five members with a mix of internal and external subject matter experts and stakeholders as follows:

1. Phillip R. Holste- Assistant Town Administrator, Town of Davie
2. Notosha Austin- Interim Director, Broward County Solid Waste & Recycling Services
3. Dawn DeLand- Senior Administrative Specialist, Cooper City- Public Works Department
4. Captain Christopher De Giovanni- BSO District Police Chief for Cooper City
5. Michael Nadeau- Senior Budget Analyst, Cooper City- Finance Department

The committee convened for a total of three meetings to thoroughly assess the proposals.

After initial evaluations on November 3, 2023, the EC short-listed the following three proposers:
1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida

These three vendors were invited to provide formal presentations and question-and-answer sessions on November 8, 2023, specifically addressing services related to MSW, Recycling, and Bulk Waste. Coastal Waste & Recycling and Waste Management were identified as the two finalists for MSW, recycling and Rolloff services. (Eastern Waste Systems, Inc. only submitted a proposal for bulk waste services). During this meeting, the EC determined that it was in the best interest of the City to request proposers submit their "Best and Final Offers" in accordance with Sec. 2-256(3)(g) of the City Code. These were received on Monday, November 13, 2023 by all proposers.

The EC reconvened on November 14, 2023 for a final meeting to assess the "Best and Final Offers," conduct a final evaluation and ranking, and voted to recommend the separate award of a contract for bulk services to Eastern Waste Systems, Inc. and commercial and residential MSW, recycling and Rolloff services to Coastal Waste & Recycling, Inc.

**The contract for bulk services is being recommended for Commission approval under a separate staff report (Ordinance 23-31).**

**STRATEGIC PLAN:**
Strategic Plan #2 – serving the best interests of the health, safety and welfare of the citizens and residents of the City.

**PROCUREMENT:**
Sec. 2-256 - Methods of Source Selection (3)Competitive sealed proposals (Request for Proposals).

**FISCAL IMPACT:**
Solid waste charges are not budgeted. Rates charged to customers are a pass-through. The amounts provided below are calculated from the commencement date of the agreement, April 1st, 2024, through September 30th, 2024.

| General Ledger Acct. Number | Budgeted Amount | Requested Amount | Remaining Amount |
|---|---|---|---|
| 601-000-202010-00 (Solid Waste) | | $616.846.74 | |
| 601-000-202020-000 (Recycling) | | $366,223.26 | |

**ALTERNATIVES:**
The City could explore the potential benefits of bundling all services under a singular contract with one vendor. Potential benefits include operational synergies, enhanced vendor accountability, one point of contact for customer service issues and requests and simplified administration.

**ATTACHMENTS:**
1. City of Cooper City Agreement - Coastal Waste & Recycling, Inc.
2. Exhibit A – Solicitation – RFP 2023-2-PW Solid Waste Removal Services
3. Exhibit B – Coastal Waste & Recycling, Inc. Submittal
4. Exhibit C – Coastal Waste & Recycling, Inc. Validation and Verification
5. Tabulation – RFP 2023-2PW
6. Vendor Compliance – Coastal Waste & Recycling, Inc.
7. Memo 2023-007 Chronology of Solid Waste Contract

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 12:26 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/29/23 12:32 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/29/23 12:33 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 08:43 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:25 PM |

# ORDINANCE NO. 23-30

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS,** the City of Cooper City ("City") provides residential solid waste and recycling hauling services within the City; and

**WHEREAS**, the City recently advertised its Request for Proposals #2023-2-PW embracing City's intent and desire to hire a firm(s) to provide "Solid Waste Removal Services" (the "RFP"); and

**WHEREAS,** the RFP contemplated awarding separate contracts for hauling residential solid waste and recycling hauling services and bulk waste; and

**WHEREAS**, on November 14, 2023, the City's evaluation committee conducted its third meeting to evaluate prospective hauling firms and specifically considered the best and final offers from the shortlisted firms; and

**WHEREAS,** the City's evaluation committee recommended that the residential solid waste and recycling hauling services portion of the solicitation be awarded to Coastal and recommended that the City negotiate and enter into a franchise agreement with Coastal to render the services described in Exhibit "A" attached hereto and incorporated herein; and

**ORDINANCE NO. 23-30**

**WHEREAS,** the City and Coastal desire to enter into the Agreement to provide residential solid waste and recycling hauling services ("Agreement"), a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference; and

**WHEREAS,** the City Commission hereby determines this Agreement to be in the best interests of the health, safety and welfare of the citizens and residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** The City Commission of the City of Cooper City does hereby approve the Franchise Agreement for residential solid waste and recycling hauling services with Coastal Waste & Recycling of Florida, Inc. which is attached hereto as Exhibit “A” and incorporated herein.

**SECTION 3.** The City Manager is hereby authorized and directed, on behalf of the City, to execute and to otherwise enter into the Agreement for residential solid waste and recycling hauling services by and between the City of Cooper City and Coastal.

**SECTION 4.** The City Manager, or his designee, be and the same is hereby authorized and directed to do all things necessary and expedient in order to effectuate the execution of the Agreement for residential solid waste and recycling hauling services, including, but not limited, to the appropriating, budgeting, and implementation of each of the terms, conditions, and provisions, thereof, so as to best protect the health, safety, and welfare

of the citizens and residents of the City, in accordance with the Charter and Code of Ordinances of the City.

**SECTION 5.** All other terms, conditions, and provisions, shall be as set forth in the Agreement for residential solid waste and recycling hauling services, which is attached hereto and made a specific part hereof.

**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 remaining portions or applications remaining in full force and effect.

**SECTION 7.** 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.

**SECTION 8.** This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**ORDINANCE NO. 23-30**

**PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.**

**PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2023.**

_____
MAYOR GREG ROSS

ATTEST:

_____
TEDRA ALLEN, MMC

Approved as to Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

# MUNICIPAL SOLID WASTE (MSW) AND RECYCLING SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COASTAL WASTE & RECYCLING, INC.

**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 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COASTAL WASTE & RECYCLING, INC.,** a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **2481 NW 2ND AVE, BOCA RATON, FL 33431** (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
## PREMABLE

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 **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for municipal solid waste except residential bulk,** 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 2023-2-PW",** 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 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 seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. 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.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

## 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 the unit prices stated 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:

**COASTAL WASTE & RECYCLING, INC.**
**Attn: John Casagrande**
**PO Box 25756**
**Miami, FL 33102-5756**

## 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 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. The parties 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

Where CONTRACTOR is required to enter or go onto the 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, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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. 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. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article 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.

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.

Policies shall be endorsed to provide the CITY with notice of cancellation or CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

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, CONTRACTOR shall furnish, as soon as reasonably practicable, 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. 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.

**Prior to the commencement of the project, CONTRACTOR shall provide CITY with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by CONTRACTOR. Additionally, the CONTRACTOR shall provide CITY with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.**

**CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against CITY, its officials, employees, agents and volunteers for all losses or damages.**

7.1 **REQUIRED INSURANCE**

7.1.1 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.**

7.1.2 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 subcontractor 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 subcontractor 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 |

7.1.3 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

7.1.4 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than $1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory

5. All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
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.

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. 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 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. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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.

7.3 **INSURANCE CERTIFICATE**. Insurance Certificate Requirements are as set forth in Exhibit A

## 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 CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 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

13.1 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:

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

B. 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

C. 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
## COMPLIANCE WITH FOREIGN ENTITY LAWS

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

## ARTICLE 15
## MISCELLANEOUS

15.1 **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 CONTRACTOR's work product for its intended purposes.

15.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 CONTRACTOR 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.

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.

15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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.

15.5 **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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th 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

Contractor: **Vice President**
**John Casagrande**
**COASTAL WASTE & RECYCLING, INC.**
**2481 NW 2ND AVE**
**BOCA RATON, FL 33431**
**E-mail: jcasagrande@coastalwasteinc.com**
**Telephone No: 954-947-4000**

Copy To: Office of General Counsel
Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue
Boca Raton, FL 33431

15.6 **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.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **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.

15.12 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party'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.

15.13 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **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.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

John Casagrande
Signature

John Casagrande
Print Name

CONTRACTOR:
**COASTAL WASTE & RECYCLING, INC.**, a Florida corporation

BY: _____

Name: Brendon J. Pantano

Title: President, CEO

STATE OF Florida
COUNTY OF Palm Beach

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brendon Pantano, as CEO of **COASTAL WASTE & RECYCLING, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COASTAL WASTE & RECYCLING, INC.** 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 seal in the State and County aforesaid this 4th day of December 2023.

MONICA ISABEL SECAIRA
Notary Public - State of Florida
Commission # HH 391344
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

Monica I. Secaira
Print or Type Name

My Commission Expires: Aug. 21, 2027

# MUNICIPAL SOLID WASTE (MSW) AND RECYCLING SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COASTAL WASTE & RECYCLING, INC.

**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 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COASTAL WASTE & RECYCLING, INC.,** a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **2481 NW 2ND AVE, BOCA RATON, FL 33431** (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
## PREMABLE

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 **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for municipal solid waste except residential bulk,** 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 2023-2-PW",** 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 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 seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. 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.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

## 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 the unit prices stated 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:

**COASTAL WASTE & RECYCLING, INC.**
**Attn: John Casagrande**
**PO Box 25756**
**Miami, FL 33102-5756**

## 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 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. The parties 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

Where CONTRACTOR is required to enter or go onto the 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, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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. 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. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article 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.

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.

Policies shall be endorsed to provide the CITY with notice of cancellation or CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

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, CONTRACTOR shall furnish, as soon as reasonably practicable, 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. 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.

**Prior to the commencement of the project, CONTRACTOR shall provide CITY with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by CONTRACTOR. Additionally, the CONTRACTOR shall provide CITY with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.**

**CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against CITY, its officials, employees, agents and volunteers for all losses or damages.**

7.1 **REQUIRED INSURANCE**

7.1.1 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.**

7.1.2 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 subcontractor 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 subcontractor 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 |

7.1.3 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

7.1.4 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than $1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory

5. All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
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.

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. 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 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. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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.

7.3 **INSURANCE CERTIFICATE**. Insurance Certificate Requirements are as set forth in Exhibit A

## 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 CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 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

13.1 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:

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

B. 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

C. 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
## COMPLIANCE WITH FOREIGN ENTITY LAWS

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

## ARTICLE 15
## MISCELLANEOUS

15.1 **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 CONTRACTOR's work product for its intended purposes.

15.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 CONTRACTOR 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.

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.

15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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.

15.5 **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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th 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

Contractor: **Vice President**
**John Casagrande**
**COASTAL WASTE & RECYCLING, INC.**
**2481 NW 2ND AVE**
**BOCA RATON, FL 33431**
**E-mail: jcasagrande@coastalwasteinc.com**
**Telephone No: 954-947-4000**

Copy To: Office of General Counsel
Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue
Boca Raton, FL 33431

15.6 **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.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **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.

15.12 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party'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.

15.13 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **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.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

John Casagrande
Signature

John Casagrande
Print Name

CONTRACTOR:
**COASTAL WASTE & RECYCLING, INC.**, a Florida corporation

BY: _____

Name: Brendon J. Pantano

Title: President, CEO

STATE OF Florida
COUNTY OF Palm Beach

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brendon Pantano, as CEO of **COASTAL WASTE & RECYCLING, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COASTAL WASTE & RECYCLING, INC.** 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 seal in the State and County aforesaid this 4th day of December 2023.

MONICA ISABEL SECAIRA
Notary Public - State of Florida
Commission # HH 391344
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

Monica I. Secaira
Print or Type Name

My Commission Expires: Aug. 21, 2027

**CITY OF COOPER CITY**

**Request for Proposal**

# Solid Waste Removal Services
# RFP 2023-2-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, September 29, 2023
Due Date: Monday, October 23, 2023

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# NOTICE TO BIDDERS/PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, October 23, 2023, from qualified contractors capable of providing Solid Waste Removal Services Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

## Solid Waste Removal Services
## RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

**Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Monday, October 23, 2023**. The outside of the envelope or box must be clearly marked **"RFP 2023-2-PW, Solid Waste Removal Services"** and shall contain one (1) identified, unbound original, three (3) copies, and five (5) electronic copy (flash drives) of your bid/proposal.

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. 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/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

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Please publish one (1) time on: Wednesday, October 4, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk
City of Cooper City
9090 SW 50 Place Cooper City,
FL 33328
TAllen@CooperCity.gov

# 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 (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

## 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00 PM (EST), Monday, October 23, 2023, to 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.

**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. The City encourages early submittal of bids.

**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 Bidder 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. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

## 1.3 PRE-PROPOSAL MEETING – NON-MANDATORY

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023 at 9090 SW 50th Place, Cooper City, Florida 33328.

## 1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications 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 seven (7) years commencing on April 1, 2024 awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed 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 Proposer'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**

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of at least one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

**1.8 COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of seven (7) years. No cost increases shall be accepted in this initial contract term except as described in Section 5.7.6. Please consider this when providing pricing for this request for proposal.

Bidders shall submit firm, fixed pricing for years one (1) through seven (7) in accordance with the provided price proposal sheets. The City will not consider any changes to pricing for the initial term except for changes in commercial/rolloff disposal costs as described in Section 5.7.6 herein.

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), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by City.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, 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 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, the Contract will be considered cancelled on the scheduled expiration date.

Residential Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

**1.9 METHOD OF AWARD**

**1.9.1** 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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

THE CITY IS REQUESTING PRICING ON THREE ALTERNATIVE SCHEDULES FOR BULK WASTE PICKUP. CONTRACTORS ARE ASKED TO PROVIDE PRICING FOR THE FOLLOWING:

1) Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) THIS IS CURRENT SCHEDULE; PROPOSERS MUST PROVIDE PRICING FOR THIS SCHEDULE, OR MAY BE DEEMED NON-RESPONSIVE.

2) Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) OPTION A

3) Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month) OPTION B

4) Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month) OPTION C

Refer to Section VI for the award.

**1.9.2** Bidder must provide a cost proposal 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 Bidder, 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** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.5** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.6** While the City Commission may determine to award a contract to a Bidder(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 Bidder 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 Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.7** 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 Bidder, 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 Bidder hereby acknowledges and agrees to this right of the City.

**1.10 INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. 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. 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.

**Payment Method**

The City of Cooper City 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 vendors of the City of Cooper City 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. See Contract Payment Method form attached.

**PCI DSS (Payment Card Industry Data Security Standard) 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 Cooper City. Failure to produce documentation could result in termination of the contract.

BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

**1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. 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 BILLING INSTRUCTIONS**

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

**1.13 WRITTEN CONTRACT**

The awarded Bidder/Successful 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 solicitation, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**

## SECTION II – SOLICITATION SCHEDULE

| Item | Date |
|---|---|
| Request for Proposal Issued and Advertised | Friday, September 29, 2023 |
| NON-MANDATORYPre-Bid Meeting (11:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328) | Tuesday, October 10, 2023 |
| Last Date for Receipt of Questions of a Material Nature | Tuesday, October 17, 2023 |
| **PROPOSAL DUE (Prior to 3:00PM EST)** | Monday, October 23, 2023 |
| Review of Proposals & Selection of Candidates for Presentations | Week of October 23, 2023 Through Week of October 30, 2023 |
| Presentations & Final Ranking | Week of October 31, 2023 Through Week of November 14, 2023 |
| Recommendation of Award/Agenda Item Request | Tuesday, December 5, 2023 |
| Anticipated Award of Contract by City Commission | Tuesday, December 12, 2023 |

*** *Schedule subject to change* ***

**[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/PROPOSAL TABULATIONS**
Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

**3.2 NO BID/PROPOSAL**
If not submitting a Bid/Proposal, 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/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

**3.3 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.

**3.4 MISTAKES**
Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

**3.5 ESTIMATED QUANTITIES**
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

**3.6 PROTESTS, APPEALS AND DISPUTES**
Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division 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/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager'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.
(see Cooper City Code of Ordinances Section 2-265 for further information.)
https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH2AD_ARTXCOPRCO_S2-265APRE

**3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Services may be tested for compliance with specifications. Services delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These services and services not delivered as per delivery date in Bid/Proposal 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.

**3.8 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.

**3.9 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.

**3.10 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 alleged or actual infringement 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/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**3.11 OSHA**

The Proposer warrants that the products supplied and services rendered 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.

**3.12 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.

**3.13 DEFAULT**

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

**3.14 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 Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals 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/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal 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/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

**3.15 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

**3.16 DEMONSTRATION OF COMPETENCY**

**3.16.1 Minimum Qualifications**

Proposers shall be in the business of commercial and residential solid waste and recycling collections and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least three entities similar in size and complexity to the City of Cooper City and the managerial and financial ability to successfully perform the work. Should proposer have provided service in the past 5 years for the City of Cooper City or be a current service provider, proposer must indicate what work was performed, contract number if available and contract/project value of the work performed.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**3.16.2** Proposer or principals shall have relevant experience in commercial and residential solid waste and recycling collection activities. Local manager assigned to supervise the work must have a minimum of 5-years of experience in solid waste and recycling collection operations and have served as have served as the manager for collection activities for operations of a similar size and complexity to the City of Cooper City.

**3.16.3** 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, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**3.16.4** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**3.16.5** Neither firm nor any principal, officer, or stockholder 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.

**3.16.6** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals 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/Proposal. 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 ensure 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.

**3.16.7** 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.

**3.16.8** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer'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 Successful Proposer 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.

### 3.17 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to 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 contact, 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 (if applicable).

### 3.18 CONTRACT ADMINISTRATOR

The City may designate a Contract Administrator whose principal duties shall be:

- Liaise 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

### 3.19 CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Administrator 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 |
| 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 within ten (10) business days of his receipt to the City Contract Administrator if he/she 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.

### 3.20 ASSIGNMENT

The Successful Proposer 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.

### 3.21 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.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

**3.22 NON-EXCLUSIVE**

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.

**3.23 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:

**3.23.1** 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;

**3.23.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**3.23.3** 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

**3.23.4** 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.

**3.24 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.

**3.25 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/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.25.1** 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.

**3.25.2** Any prices and/or cost data quoted for this Bid/Proposal 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.

**3.25.3** 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/Proposal for the purpose of restricting competition.

**3.25.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.25.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

**3.26 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/Proposal 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 Division 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's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

**3.27 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

**3.28 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**3.29 TERMINATION FOR DEFAULT**

If Successful Proposer 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 Successful Proposer 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 Successful Proposer was not in default or (2) the Successful Proposer'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.

**3.30 TERMINATION**

**3.30.1 Default by Contractor**

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

**3.30.2 City Termination**

(a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.

(b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall

not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.

(c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.

(d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

(e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.

(f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

(g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:

1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.

2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.

3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:

   i. Contractor fails to pay its debts when they become due;
   ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
   iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;

   Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.

6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

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 Successful Proposer 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.

**3.30.3 Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement 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 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.

**3.30.4 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.

**3.31 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.

**3.32 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, or in the event of federal jurisdiction, in the Southern District of Florida.

**3.33 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

**3.34 AUDITS**

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 (2022), as may be amended or revised, 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**3.35 PUBLIC RECORDS:**

a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer 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, Successful Proposer 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 Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer 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 Successful Proposer 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 Successful Proposer shall be withheld until all records are received as provided herein.

f. Successful Proposer'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 SUCCESSFUL PROPOSER 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:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

**3.36 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 certifies that it 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 (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. 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 (2022), 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 (2022), 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 (2022), as may be amended or revised.

**3.37 E-VERIFY**

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), 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:

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

c. 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

d. 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.

**3.38 BIDDERS AND PROPOSERS ARE HEREBY NOTIFIED OF THE INCLUSION OF FLORIDA STATUTE §287.05701, AS MAY BE AMENDED, REGARDING CONSIDERATION OF VENDOR RESPONSIBILITY:**

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

**[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 Awarded Vendor

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**

Insurance Requirements

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 its 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 through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, 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/or endorsements shall in no way 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 exposures, 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, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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, its officials, 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.

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, its officials, 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.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Disposal Coverage
Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim.

**4.3.1 Insurance Certificate Requirements**

The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- 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.
- In the event 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.
- In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement 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.
- 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.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Proposal/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 Cooper City, FL

The Contractor has the sole responsibility for 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 respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed 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 subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**4.4 BONDS**

**4.4.1 Payment and Performance Bond**

The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of one-hundred percent (100%) of the YEAR ONE TOTAL PROPOSED AMOUNT for the residential and commercial services (excluding rolloff) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.4 .2 Bid/Proposal Bond REQUIRED**

A proposal security payable to the City of Cooper City, FL, shall be submitted with the proposal response in the amount of five percent (5%) of the residential and commercial services (excluding rolloff) for the YEAR ONE (1) TOTAL PROPOSED AMOUNT. A proposal security can be in the form of a bid/proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Performance and

Payment Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful Proposer to execute a contract, provide a Performance Bond/Payment Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

**4.5 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/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

**4.6 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.

**4.7 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

**4.8 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 Cooper City. 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.

**4.9 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

**4.10 MODIFICATION OF SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

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 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 and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer 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 Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**4.11 BID/PROPOSAL ACKNOWLEDGMENT**
By submitting a Bid/Proposal, the proposer certifies that they have fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**4.12 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 or other authorities.

**4.13 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**
The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

**4.14 ADDENDUM OR AMENDMENT TO SOLICITATION**
If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

**4.15 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 Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals 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.

**4.16 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 five (5) 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.

**4.17 CONTRACT DOCUMENT**
The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

**4.18 FEDERAL REQUIREMENTS (Required for FEMA/Federal Grants) -**
Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and 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:

**4.18.1** CONTRACTOR shall assist CITY in completing any 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.

**4.18.2** 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.

**4.18.3** 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 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

**4.18.3.1** 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 their 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.

**4.18.3.2** 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.

**4.18.3.3** 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 they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

**4.18.3.4** 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 they are 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."

**4.18.3.5** 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."

**4.18.3.6** 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."

**4.18.3.7** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or Bid/Proposal 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."

**4.18.3.8** 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).

**4.18.3.9** 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-cpg-program.

**4.18.3.10** 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

**4.18.3.11** 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

**4.18.3.12** 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.

**4.18.3.13** 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.

**4.18.3.14** 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.

**4.18.3.15** 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.

**4.18.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**4.18.3.17** Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONTRACTOR shall report the following information:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within ten (10) business days of submitting the information required in this section: Any further available information about mitigation actions undertaken or recommended. In addition, the

contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.18.3.18** Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.18.3.19** Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**4.18.3.20** License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

**[END OF SECTION]**

# SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

## 5.1 TECHNICAL PROPOSAL

The Technical Proposal shall provide documentation of the proposed approach to providing the work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required

documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

**5.1.1 PURPOSE**

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for the City of Cooper City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include but may not be limited to automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling services, commercial garbage services, bulk trash and white goods collection, and rolloff services.

**5.1.2 OPEN MARKET**

Commercial recycling services will be open market and will not be part of this exclusive agreement.

**5.2 AGREEMENT(S)**

The City of Cooper City is seeking a qualified Contractor to perform collection and disposal services as contained herein:

| | |
|---|---|
| Residential Collection Accounts: | 10,919 |
| Commercial Collection Accounts: | 164 |
| Rolloff Collection Accounts: | 28 |

See "**Exhibit A"** for Commercial and Rolloff Account Listing.

The City provides residential services generally described as follows:

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) limited at 6cy per customer (residential unit) per month.

Residential collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

The City shall pay the tipping fees (disposal fees) for all residential services to include MSW, RCY and BULK directly to the disposal or processing facility.

This solicitation includes all three (3) collection services for residential (MSW, RCY and BULK). Map links below:

Residential Garbage
Residential Recycling
Residential Bulk

The City provides commercial and rolloff services generally described as follows:

- Minimum of once weekly collections of municipal solid waste (MSW) using mechanical containers (dumpsters and frontend loading compactors) and/or automated carts
- Rolloff (and Rolloff Compactor) services with capacity and frequency of service as agreed upon between customer and Contractor and in compliance with the City's Code of Ordinances-

https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH8GATRVEGR_ARTILI_S8-13OWMAPRFRLI and as amended from time to time

Contractor shall pay the tipping fees (disposal fees) directly to the disposal or processing facility for all commercial and rolloff services.

**5.3. DEFINITIONS**

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

**5.3.1.1 Agreement**

**Agreement** shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

**5.3.1.2 Alleys**

**Alleys** shall mean a narrow street or passageway between or behind homes/houses or buildings.

**5.3.1.3 Automated Collection**

**Automated Collection** shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

**5.3.1.4 Biological Waste**

**Biological waste** means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

**5.3.1.5 Biomedical Waste**

**Biomedical waste** means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

**5.3.1.6 Bulk Waste/Trash**

**Bulk Waste/trash** shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

**5.3.1.7 Cans and Garbage Cans**
**Cans and Garbage Cans** shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

**5.3.1.8 Carts**
**Carts** shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

**5.3.1.9 City**
**City** shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

**5.3.1.10 City Facility**
**City Facility** shall mean a City owned location designated for service under this agreement.

**5.3.1.11 Collection and Collect**
**Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, Construction & Demolition Debris or Bulk Waste and delivering it to a Designated Facility.

**5.3.1.12 Collection Service**
**Collection Service** shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

**5.3.1.13 Commingled**
**Commingled** refers to a system in which all paper, plastics, glass, metals, and other program recyclables are mixed together.

**5.3.1.14 Construction and Demolition Debris (C&D Waste)**
**Construction and Demolition Debris (C&D Waste)** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
(b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**5.3.1.15 Commercial Service Unit**
**Commercial Service Unit** shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

**5.3.1.16 Contractor**
**Contractor** shall mean that person or entity that has entered into this agreement to provide the services described herein.

**5.3.1.17 Contract Administrator**
**Contract Administrator** means the City of Cooper City Manager or his/her designee.

**5.3.1.18 Compactor**
**Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

**5.3.1.19 Container**
**Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

**5.3.1.20 Curbside**
**Curbside** shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

**5.3.1.21 Designated Facility**
**Designated Facility** shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

**5.3.1.22 Dumpster**
**Dumpster** shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

**5.3.1.23 Enclosure**
**Enclosure** shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

**5.3.1.24 Extra Pick-Ups**
**Extra pick-ups** shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

**5.3.1.26 Garbage**
**Garbage** shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

**5.3.1.27 Hazardous Waste**

**Hazardous waste** means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

**5.3.1.28 Multi-Family Service Unit**

**Multi-family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-family Service Units.

**5.3.1.29 Processable Waste**

**Processable Waste** shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

**5.3.1.30 Recovered Materials or Recyclable Material and Recyclables**

**Recovered Materials or Recyclable Material and Recyclables** shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

**5.3.1.31 Recycling Cart**

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

**5.3.1.32 Residential Service Units**

**Residential Service Units** shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s).

**5.3.1.33 Rolloff**

**Rolloff** shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

**5.3.1.34 Single Stream**

**Single Stream** shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

**5.3.1.35 Special Events**
**Special Events** shall mean events sponsored or co-sponsored by City.

**5.3.1.36 Solid Waste**
**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

**5.3.1.37 Source Separated**
**Source Separated** shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight**.

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, cardboard, glass, plastic, textiles, and rubber.

**5.3.1.38 Special Pick-up Service**
**Special Pick-up Service** shall mean Collection Services provided by Contractor other than the scheduled services.

**5.3.1.39 State**
**State** shall mean the State of Florida.

**5.3.1.40 Ton**
**Ton** shall mean a unit of weight equal to 2,000 pounds.

**5.3.1.41 Unacceptable Waste**
**Unacceptable Waste** shall mean: (a) Hazardous Waste,
(b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge,
(f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste,
(l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

**5.3.1.42 Unprocessable Waste**
**Unprocessable Waste** shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions

such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

**5.3.1.43 White Goods**

**White Goods** shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

**5.3.1.44 Yard Waste**

**Yard Waste** shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

## 5.4 GENERAL COLLECTION REQUIREMENTS

### 5.4.1 Hours of Operations

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or administrative penalties as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Administrator. Such permission shall be given or denied at the City's sole discretion.

### 5.4.2 Service Hour Changes

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the Contractor and approved in advance by the Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

### 5.4.3 Maintaining of Schedules

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the Contractor to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the Contractor to provide service in compliance with the approved schedules and routes. The Contractor is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

### 5.4.4 Adjustments to the Service Area

The boundaries of the service area may be adjusted from time to time as a result of actions by the City or others, with a minimum of 60-days notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of land after the effective date may require the Contractor to provide collection services in the annexed area or, in the alternative, such area may be served by another Contractor or entity.

In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the Contractor's rates if collection service in the newly annexed area is provided by another Contractor or entity. There also shall

be no change in the Contractor's rates if the boundaries of the service area are revised after the effective date.

Contractor shall be compensated for the number of residential units added in the adjusted service area with an effective date of the first collection by Contractor as agreed upon with City. Unit count will then become a part of the contract unit count and adjusted as described in Section 5.2.

## 5.5 SERVICE STANDARDS

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Residential and Commercial containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids closed. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times. Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Contractor shall not operate on City roadways in a manner that unnecessarily disrupts the flow of traffic and will not impede traffic flow in and around school loading and unloading zones while in active use.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances. https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH10NO

### 5.5.1 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull-out services for customers who are disabled and who have provided required documentation to the City. There are currently ten (10) customers in the City that are unable to place their cart(s) curbside. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are unable to bring their garbage cart to the curb. The City reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement. Contractor is not obligated to collect material that is placed outside of the cart.

### 5.5.2 Materials in Unapproved Containers & Customer Education

Any materials set out for residential collection that are not in an approved container will be left at the pick-up location along with instructional materials provided by the Contractor and approved by the City educating the customer about the City's solid waste plan and recycling program. Contractor is not obligated to collect material that is placed outside the Mechanical Container or Cart.

In the event that non-recyclable materials are placed in the residential recycling cart, the Contractor will leave the materials in the cart along with instructional materials provided by the Contractor and approved by the City educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

**5.5.3 Temporary Street Closures for Residential Services Units**

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The Contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

**5.5.4 Exclusive Routes & Route Restructuring**

The City recognizes that residential routes may need to be restructured and that the Contractor desires to provide service as efficiently as possible. Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring routes of services for which they are contracted. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach which will be at the Contractor's sole expense. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

Should contract be awarded to more than one Contractor, the Contractor requesting the route restructuring shall bear the responsibility of all routing related to their contracted services including software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense.

The City will consider a Monday through Friday collection schedule.

Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. City shall receive electronic copy of all routes run by Contractor including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the City's Contract Administrator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by City. City reserves the right to design and draft such notices at its sole discretion. All costs for printing and mailing/distribution are to be borne by the Contractor.

City expressly reserves the right to approve or deny any requests for routing or scheduling changes.

Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.

Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.

The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.

City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. This may be performed by the City, a subcontractor approved by the City or by the Contractor at the City's request. Contractor agrees to cooperate with such requests. Contractor agrees to provide all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

**5.5.5 Holidays – Christmas Day**

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25th.The Contractor shall not be required to provide residential collection services to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required for MSW or RCY. For residential bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Administrator. For Commercial customers, Rolloff customers and Multi-family customers serviced with mechanical containers, Contractor will provide a make-up day and coordinate schedule with customer, subject to the City's approval.

***Example:*** *If the residential customer's garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled service day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it shall be collected.*

Holiday (Christmas) trees: For three weeks following Christmas Day, (Primary)Contractor responsible for Residential MSW and RCY collections agrees to collect live Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Such collections shall be collected and disposed of as yard waste and taken to a disposal facility as approved by the City's Contract Administrator.

**5.5.6 Sufficient Inventory of Containers**

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers including but not limited to Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of Containers at a secure location of their choosing, subject to approval by the City's Contract Administrator.

### 5.5.7 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" and/or until the Contract Administrator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency", the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

## 5.6 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS

### 5.6.1 Customers Serviced

Residential Units: **10,919**

Count broken down as follows:

- Single Family Units: 10,126
- Multifamily Units: 641
- Quadplex Units: 136
- Octoplex Units: 16

### 5.6.2 Residential Carts

The City has issued each residential unit the following (automated) wheeled carts for residential collection services unless otherwise indicated:

- Two (2) Green 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One (1) Blue 96-gallon cart for single-stream recycling serviced once (1x) per week

A limited number of residential customers may have more than two (2) carts for MSW. The current number of customers with more than two (2) carts is 25. This may increase or decrease at any time during the contract period. Contractor shall service carts as directed by the City at no additional cost to the City. See current list below:

| | | |
|---|---|---|
| 9431 | SW 51 CT | 2 96 GAL TOTER REL ADDITIONAL |
| 10030 | NW 35 ST | 1 96 GAL TOTER REL ADDITIONAL |
| 10362 | SW 50 CT | 1 96 GAL TOTER REL ADDITIONAL |
| 12150 | SW 51 PL | 1 96 GAL TOTER REL ADDITIONAL |
| 5430 | SW 115 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 11083 | CHANDLER DR | 1 96 GAL TOTER REL ADDITIONAL |
| 10749 | NASHVILLE DR | 4 96 GAL TOTER REL ADDITIONAL |
| 10167 | SW 52 ST | 1 96 GAL TOTER REL ADDITIONAL |
| 5123 | SW 93 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 4960 | SW 90 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 4966 | SW 90 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 11550 | SW 56 CT | 1 96 GAL TOTER REL ADDITIONAL |
| 12153 | SW 49 CT | 1 96 GAL TOTER REL ADDITIONAL |

| | | |
|---|---|---|
| 5006 | SW 90 WAY | 1 96 GAL TOTER REL ADDITIONAL |
| 3698 | NW 96 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 5215 | SW 91 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 3501 | BARK WAY | 1 96 GAL TOTER REL ADDITIONAL |
| 10983 | BOSTONDR | 1 96 GAL TOTER REL ADDITIONAL |
| 11079 | NASHVILLE DR | 1 96 GAL TOTER REL ADDITIONAL |
| 11112 | BOSTONDR | 1 96 GAL TOTER REL ADDITIONAL |
| 11335 | SW 58 CT | 1 96 GAL TOTER REL ADDITIONAL |
| **Total Carts over 2** | | **25** |

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with care at all times.

At no time shall a City cart be used for other contracts, open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

It will be the Contractor's responsibility to procure new carts with the City providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling.

Contractor should include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- Manufacturer
- Construction material, including post-consumer recycled content
- Molding technology
- Standards of design (American National Standards Institute- ANSI)
- UV Stabilization certificate
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty (City prefers 10 years)

City will provide Contractor with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor as outlined below. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The City retains rights to all inventory distributed and in use at the curb, along with any remaining inventory,

of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the City or the Contractor's request.

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Carts to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Administrator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Administrator. Inventory report shall include:

A. New Carts by Type and Size
B. Refurbished Carts by Type and Size
C. Damaged Carts (no longer useable)

**5.6.3 New/Replacement Containers for Residential Service Units**

Contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the Contractor by the City or customer that the Residential Service Unit's Container has been stolen or has been damaged, the Contractor shall deliver a replacement Container to such Residential Service Unit within five (5) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

Historical service requests for the last 3 years below:

| CONTAINER SIZE | 35 gal | 64 gal | 96 gal | Grand Total |
|---|---|---|---|---|
| **Total MSW** | 3 | 298 | 5,141 | 5,442 |
| 2020 | | 76 | 1,537 | 1,613 |
| 2021 | | 105 | 1,473 | 1,578 |
| 2022 | 1 | 71 | 1,210 | 1,282 |
| 2023 | 2 | 46 | 921 | 969 |
| **Total RECYCLE** | | 70 | 1 | 71 |
| 2020 | | 35 | | 35 |
| 2021 | | 22 | | 22 |
| 2022 | | 10 | 1 | 11 |
| 2023 | | 3 | | 3 |
| **Grand Total** | **3** | **368** | **5,142** | **5,513** |

**5.6.4 Smaller Sized Carts**

The Contractor shall provide Residential Service Units the option, upon request, for a smaller automated cart for recycling or MSW. These options should include the approximate sizes of 65 and 35 gallons.

The City does not currently have a list of what sized cart(s) are located by Residential Service Unit nor a container count for residential service.

**5.6.5 Recyclable Materials to be collected**

The City's single-stream recycling program currently accepts the following:

- Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
- Aseptic containers (milk and juice cartons/drink boxes)
- Glass food or beverage containers - clear, brown and green
- Cardboard

The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30-days written notice should there be a change in the materials accepted.

**5.6.6 Residential Communities with Mechanical (Containerized) Services**

There are currently five (5) residential communities that have containerized pickup service:

- Baffy Woods Condominium
- Camelot Gardens
- Camelot Lakes
- Crown Colony
- Forest Lake Townhomes

Residents receive MSW and RCY service using community containers (frontend load (FEL) dumpsters and/or carts). These community containers shall be provided, maintained and serviced by the Contractor. Ownership of such equipment remains with the Contractor at all times unless otherwise agreed upon by the Contract Administrator, in writing, with terms mutually agreed upon by both the Contractor and the City. Changes in service including increases or decreases in container size and frequency of service and types of containers provided may change from time to time. Current service levels below:

| Community | Address | No. of Cans | Service Frequency (Week) | Can Size |
|---|---|---|---|---|
| **Baffy Woods** | 5100 SW 90th Avenue | | | |
| Solid Waste | | 2 | 4x | 2yd FEL |
| Recycling | | 7 | 1x | 90gal |
| **Camelot Gardens** | | | | |
| Solid Waste | | 10 | 2x | 6yd FEL |
| Recycling | | 25 | 1x | 90gal |
| **Camelot Lakes** | | | | |
| Solid Waste | | 4 | 3x | 6yd FEL |
| Recycling | | 12 | 1x | 90gal |
| **Crown Colony** | 2859 S. Belmont Lane | | | |
| Solid Waste | | 6 | 2x | 8yd FEL |
| Recycling | | 20 | 1x | 90gal |
| **Flamingo Lakes** | SW 51st Street | | | |
| Solid Waste | | 6 | 3x | 6yd FEL |
| Recycling | | 33 | 1x | 90gal |

These communities receive bulk collection services with piles placed at designated locations for each community. Contractor shall provide all services at no additional cost to the City. Contractor shall be paid for the units at these locations through the residential billing per unit. House count for these locations is a total of 641 as per below. Any adjustments (increase or decrease) in units for these communities will be reflected in annual house count adjustment (see Section 5.2)

| | |
|---|---|
| **Baffy Woods** | 55 |
| **Crown Colony** | 156 |
| **Camelot Gardens** | 176 |
| **Camelot Lakes** | 82 |
| **Flamingo Lakes** | 172 |
| | |
| **Total Units** | **641** |

**5.6.7 Pick-Up Locations**

Solid waste and recycling collection service is provided to all residential customers. Service areas in Cooper City have differing requirements and challenges. Bidder must demonstrate the ability to possess all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.

The Contractor shall provide Service for the Disabled as described in section 5.5.1 herein.

Contractor is not obligated to collect materials placed outside the Mechanical Container or Cart.

Quadplexes and Octoplexes receive backdoor service. Contractor shall provide such service at no additional cost. Contractor and/or City may change manner of collection upon request, at approval of the City, at any time during this agreement. Addresses for these units are below:

| Service Addresses- Quad and Octoplexes | |
|---|---|
| 5219 SW 91 AVE | 5215 SW 91 AVE |
| 5221 SW 91 AVE | 5214 SW 91 AVE |
| 5222 SW 91 AVE | 5280 SW 90 WAY |
| 5291 SW 90 WAY | 5210 SW 90 WAY |
| 5220 SW 91 AVE | 5260 SW 90 WAY |
| 5240 SW 90 WAY | 5209 SW 91 AVE |
| 5230 SW 90 WAY | 5207 SW 91 AVE |
| 5205 SW 91 AVE | 5261 SW 90 WAY |
| 5206 SW 91 AVE | 5270 SW 90 WAY |
| 5211 SW 90 WAY | 5281 SW 90 WAY |
| 5241 SW 90 WAY | 5218 SW 91 AVE |
| 5251 SW 90 WAY | 5213 SW 91 AVE |
| 5221 SW 90 WAY | 5217 SW 91 AVE |
| 5231 SW 90 WAY | 5216 SW 91 AVE |
| 5208 SW 91 AVE | 5212 SW 91 AVE |
| 5250 SW 90 WAY | 5290 SW 90 WAY |
| 5220 SW 90 WAY | 5210 SW 91 AVE |
| 5211 SW 91 AVE | 5271 SW 90 WAY |

It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, and recycling cart collection to each customer.

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 themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or property is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer the same day or the next business day and coordinate with City staff during these instances.

**5.6.8 Materials Recovery Facility and Title to Recyclable Materials**

Title and liability for recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor once collected until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at a recycling facility approved by the City. The City has a contract with Waste Management (WM) for the processing of all recyclables collected under this contract. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

**5.6.9 Prohibition of Mixing Separated Recyclables with Garbage**

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City Contract Administrator grants prior written approval.

**5.6.10 Collection of Bulk Waste from Residential Service Units**

Curbside bulk collection shall occur once per month with a limit of 6 cubic yards collected per sanitation unit unless authorized by Contract Administrator. Contractor shall tag any piles in excess of 6 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the Contractor at the City's request. Contractor bears the expense for such notices.

Any bulk pile left uncollected by the Contractor must be tagged and reported to the City in a manner acceptable to the City by close of the business day.

Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day.
Bulk waste must be generated from the property. Imported waste is not accepted.
Bagged garbage and putrescible waste is not accepted in bulk waste collection.
Materials accepted for bulk service include but are not limited to:

- Furniture
- Carpet
- Mattresses
- Toys
- Bicycles
- Yard Waste
- White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
- Non-contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- Combining bulk trash piles is not acceptable.
- Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.
- The Contractor shall be responsible for the proper handling of any white goods and electronic equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the Contractor is not required to remove such

materials from the white goods before the white goods are placed in the Contractor's vehicles.

If a customer has more than the limit of 6cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.

Additional Pick-ups as Requested: At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.
The City may request extra service for a special event, clean-up event or emergency removal. This shall be at no additional cost to the City. Contractor may receive up to 5 requests per month.

Frequency – Bulk Service
The City seeks to explore the following options for Bulk Waste Collections:

1) Once monthly, up to 6cy at a schedule identified by Contractor and approved by the City serviced multiple days each week, generally Monday through Saturday
2) Once monthly, up to 6cy per residential service unit on MONDAY only, at a schedule identified by the Contractor and approved by the City
3) Every other month, up to 10cy per residential service unit, at a schedule identified by the Contractor and approved by the City
4) Once per quarter (four times annually), up to 15cy per residential service unit, at a schedule identified by the Contractor and approved by the City

**5.6.11 EDUCATION SERVICES**

Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.
The (Primary) Contractor shall provide the following public education services:

**5.6.11.1 Annual Solid Waste Notice**

Each year during the term of this agreement the (Primary) Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

**5.6.11.2 Public Awareness Program**

(Primary) Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in

response to the City's request. In the event the City's notice for Contractor's cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

## 5.7 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS

### 5.7.1 Commercial and Rolloff Collection Service

The Contractor shall collect Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Rolloff(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Rolloff(s).

a. Commercial solid waste shall be collected in individual containers (including carts), front-load containers/bins, or compactors. The Contractor shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have lids and the ability to be locked if requested by Customer.
b. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
c. Customer and Contractor shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of any change. In all cases Customer and Contractor shall comply with the minimum requirements contained in the City of Cooper City Code of Ordinances, Chapter 8 unless less frequent service is approved by the City.
d. If the Contractor determines that a Commercial/Rolloff Customer's Mechanical Container or Garbage Cart is Overflowing, the Contractor shall notify the Commercial/Rolloff Customer about the Overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service.
e. The Contractor shall notify the City if it is deemed necessary to increase service for a customer and Customer refuses. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Contractor shall notify the customer of the requirement for increased service frequency/container capacity and the associated rate structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service. The Contractor may leave an overflowing collection container at the Customer's premises. In the alternative, the Contractor may collect the overflowing collection container and charge an additional fee based on estimated cubic yards if the Customer agrees to pay this fee.
f. All Containers, Carts and Rolloffs shall be readily accessible to the Company's crew and vehicles.
g. Contractor is not obligated to collect material that is placed outside the Mechanical Container or cart.
h. During the term of this Contract, a written service agreement between the Company and the Customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only.
i. The Contractor's service agreement shall identify at a minimum:
    1) the service(s) that will be provided;
    2) the size and type(s) of Collection Container(s) that will be used;
    3) the frequency of Collection Service;
    4) the Scheduled Collection Day(s);
    5) the Rates for the services that will be provided to the Customer; and
    6) the total amount to be paid each month by the Customer
j. A copy of the written service agreement shall be filed with the City within five (5) business days of execution of the written agreement or alternative interval (such as monthly reporting) as

agreed upon by City's Contract Administrator.

k. The Contractor also shall use its best efforts to execute a written service agreement with all Commercial Customers before October 1, 2024.

l. The Contractor shall execute a written service agreement with each new Commercial/Rolloff Customer before the Contractor provides Collection Service to that Customer.

m. The Contractor shall prepare a standard form that the Contractor shall use as its written service agreement with Commercial/Rolloff Customers. The proposed form shall be provided to the City for approval and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The City shall have the authority to approve the Contractor's written service agreement, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The service contract also shall contain the following disclosure statement (addendum or supplemental attachment with acknowledgement acceptable), unless alternate language is approved by the City:

***REGULATION BY COOPER CITY***

***This contract for the collection of Solid Waste is regulated by the City of Cooper City.***

***COMPACTORS- Self Contained and Breakaway***

***You may purchase or rent a compactor from anyone, provided the Compactor can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor from the Contractor. In either case, the Compactor must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor.***

***SUPPLEMENTAL SERVICES***

***The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services. These fees must be separately identified in the "Rates for Services" disclosure statement. The maximum fees for many supplemental services are fixed by the City. A copy of these fees can be obtained from the City's Public Works Department.***

***RATES FOR SERVICES***

***The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Public Works Department if you have questions about any of the Contractor's rates.***

n. The Contractor's service contract shall identify all services that the Contractor will provide to the Commercial/Rolloff Customer and all associated rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services.

o. On the Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial/Rolloff Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial/Rolloff Waste within five (5) business days after the Contractor receives a request for service from a new customer that has signed a contract with the Contractor for such service.

p. The Contractor may terminate collection service to a Commercial/Rolloff Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the City's Contract Administrator at least fifteen (15) calendar days before service is terminated to a Commercial/Rolloff Customer. After being notified, the City shall take whatever action it deems appropriate to enforce the Customer's compliance with the City's Ordinances.

If Commercial/Rolloff Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial/Rolloff Customers and may charge a reasonable fee for the resumption of service, subject to applicable laws. Any fee for the resumption of service shall be subject to the City's prior approval. The Contractor shall be solely responsible for collecting any overdue fees or charges from its Commercial/Rolloff Customers. The Contractor may utilize any lawful method to collect overdue fees or charges, provided the Contractor complies with applicable law.

q. The Contractor shall be solely responsible for billing Commercial and Rolloff Customers and collecting all rates, fees, and other charges from its Customers for the Commercial and Rolloff Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of materials collected by the Contractor when providing its Commercial Collection and/or Rolloff Collection Services.

r. The Contractor shall provide Commercial Collection Service with Mechanical Containers to identified Multifamily communities in the Service Area unless otherwise approved by the City. (See 5.6.6) No service agreement shall be required of these communities.

**5.7.2 Collection of Construction and Demolition, Yard Waste and Bulk Waste**

Contractor shall provide Collection Service for Construction and Demolition Debris, yard waste and bulky waste that is generated by construction, demolition, and renovation projects within the City limits.

**5.7.3 Exclusivity Enforcement**

The City shall assist Contractor in enforcing the exclusivity of this Contract. In the event Contractor determines that a commercial establishment has not contracted for commercial collection or Rolloff collection service, Contractor shall notify the City. The City shall notify the property/business owner to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

**5.7.4 Frequency - Minimum Once per Week**

The Contractor shall collect commercial solid waste carts, dumpsters and front-end serviced containers and compactors a minimum of once per week. Rolloff Compactors and Rolloff dumpsters from commercial services units in the City may be on call or serviced on an alternative schedule subject to the City's approval. Putrescible waste may not be placed in an open top Rolloff dumpster.

**5.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters**

The contractor shall be permitted to bill extra yardage with Customer's permission when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer and City upon request. (See 5.7.1 (d)(e))

**5.7.6 Adjustments to Disposal Component of Commercial and Rolloff**

The disposal component of the rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the City. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later. For Rolloff customers charged for actual disposal as a line item, the new

disposal rate shall be used. For Commercial Services where the disposal is built into the rate, the Contractor shall calculate the amount of the Rate adjustment by using the following formula:

*Disposal component of rate x (New Tipping Fee/Old Tipping Fee) = New Disposal component of rate*

For example, if the current disposal component of the Rates is $15.00, the current Tipping Fee is $42.00, and the new Tipping Fee will be $44.00, then the new disposal component of the Rates will be $15.71, as shown by the following calculation:

$15.00 x ($44.00/42.00) = $15.71

**5.7.7 Special Collection for Major Community Events**

The City sponsors at least two (2) major community events located throughout the City each year:

1) Founder's Day (March annually)
2) Light Up Cooper City (typically 1st Friday each December)

The (Primary) Contractor will be responsible for providing collection containers (Rolloff usually or frontload if requested), and disposal services at no cost to the City for up to five (5) events annually.

**5.7.8 CITY FACILITIES - No Cost to the City**

The (Primary) Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City. Contractor-provided containers are to be clearly labeled to receive garbage or recyclables. Contractor agrees to supply all City facilities with both trash and recycling service at a frequency approved by the City. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed. Current locations and service levels are below:

| City Hall | Address | Service Frequency/Week | Commodity | Quantity | Equipment |
|---|---|---|---|---|---|
| City Hall | 9090 SW 50 Place | 1x | Recycle | 3 | 96-Gallon Cart |
| City Hall | 9090 SW 50 Place | 2x | MSW | 1 | 4cy Frontload |
| Community Center | 9000 SW 50 Place | 2x | MSW | 1 | 4cy Frontload |
| Community Center | 9000 SW 50 Place | 1x | Recycle | 1 | 96-Gallon Cart |
| Public Works | 9070 SW 51 Street | 1x | Recycle | 1 | 4cy Frontload |
| Public Works | 9070 SW 51 Street | On Call | MSW | 2 | 20cy Rolloff Open-Top |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | On Call | MSW | 1 | 20cy Rolloff Open-Top |
| Fire Department | 10550 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |

| | | | | | |
|---|---|---|---|---|---|
| Fire Department | 10550 Stirling Rd | 1x | Recycle | 2 | 96-Gallon Cart |
| Police Department | 10580 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |
| Police Department | 10580 Stirling Rd | 1x | Recycle | 2 | 96-Gallon Cart |
| Pool and Tennis Center | 11600 Stonebridge Pkwy | 1x | MSW | 1 | 8cy Frontload |
| Pool and Tennis Center | 11600 Stonebridge Pkwy | 1x | Recycle | 2 | 96-Gallon Cart |
| Flamingo West Park | 6201 S Flamingo Rd | 2x | MSW | 2 | 4cy Frontload |
| Flamingo West Park | 6201 S Flamingo Rd | 1x | Recycle | 1 | 4cy Frontload |
| Bill Lips Sports Complex | 11700 SW 49 St | 3x | MSW | 1 | 6cy Frontload |
| Bill Lips Sports Complex | 11700 SW 49 St | 1x | Recycle | 2 | 96-Gallon Cart |
| Utilities | 11551 SW 49 St | 3x | MSW | 1 | 6cy Frontload |
| Utilities | 11551 SW 49 St | On Call | MSW | 2 | 30cy Rolloff Opentop |
| Utilities | 11791 SW 49 St | 1x | Recycle | 1 | 96-Gallon Cart |
| Fleet | 11221 SW 49 St | 1x | Recycle | 1 | 96-Gallon Cart |
| Fleet | 11221 SW 49 St | 2x | MSW | 1 | 2cy Frontload |
| Fleet | 11221 SW 49 St | On Call | MSW | 3 | 30cy Rolloff Opentop |

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20th of each month.

**5.7.9 CONTRACT SCHOLARSHIP**

(Primary) Contractor will provide the City with $10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations. Contractor shall submit payment no later than 30 days of the contract start date (or no later than May 2024) and annually each year within 30 days of the contract anniversary date.

## 5.8 DISPOSAL AND PROCESSING LOCATIONS

### 5.8.1 Current Disposal Agreement

The City currently participates in an Interlocal Agreement with Broward County (through July 2, 2028) requiring that all municipal solid waste (processible waste- see 5.8.2 below), yard waste, bulky waste and construction & demolition debris be disposed at the locations listed below:

| Facility | Address | Material Accepted |
|---|---|---|
| - Win Waste Innovations | 4400 South State Road 7 Fort Lauderdale, FL | MSW |
| WM Oakes Road | 3250 SW 50th Avenue Davie FL | Yard Waste<br>Bulk Waste<br>Construction & Demolition Debris |
| WM Reuters | 2380 College Avenue Davie FL | Single Stream Recycling |

**5.8.2 Disposal**

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The City shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge.

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should any disposal vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (5) days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Residential Disposal Tons are as follows:

| Calendar Year | Residential Tons (MSW) | Residential Tons (Bulk) | Residential Tons (RCY) |
|---|---|---|---|
| 2020 | 14457.69 | 4817.01 | N/A |
| 2021 | 14554.79 | 4432.7 | 2216.844 |
| 2022 | 14461.28 | 4298.35 | 2441.026 |

**5.8.3 Tare Weights**

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT.

The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

**5.9 MANAGEMENT AND CONTRACTOR RESPONSIBILITIES**

The City takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, bulk and recycling including active participation to promote a successful recycling collection program, and ensure a high level of customer satisfaction.

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Administrator or designee shall have twenty-four (24) hour access to the Contractor's Division Manager and Route Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Route Supervisor shall not satisfy this requirement.

The Contractor's Division Manager shall meet with the City's Contract Administrator within five (5) business days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the City.

The Contractor shall work diligently with the City to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement.

The City shall have the right to inspect the Contractor's facilities and operations at any time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Recycling and the provision of waste receptacles (carts) in the service area. If the Contract Administrator instructs the Contractor in writing to perform cart activity or collect solid waste, recycling or bulk waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Contract Administrator's request, the City may perform cart activity or collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of cart activity or collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to perform these activities.

The City shall have the right to take all steps necessary to preserve the aesthetics, safety and integrity of its right of way including streets, alleys, sidewalks and swales. In addition, the City wishes to protect the private property owned by the customers serviced under this contract. Should the Contractor fail to respond to a request in writing from the Contract Administrator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the Contractor (mailbox, tree limb, etc.) or other damages within 24 hours after the Contractor receives the Contract Administrator's request, the City may perform necessary activities using its own resources or by using a third-party vendor. The City may deduct the cost of these activities from the City's monthly payment to the Contactor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

**5.9.1 Resources**

Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

**5.9.2 Customer Service**

Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City, Contract Administrator and customers to effectively handle service-related requests and concerns. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. (Refer to Customer Service 5.10)

**5.9.3 Route Supervisor**

Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Cooper City. An Alternate Route Supervisor should also be trained and familiar with Cooper City's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. Contractor's Operations Manager or General Manager (or equivalent) cannot fulfill the requirement by acting as a Route Supervisor. Contractor shall schedule Route Supervisor to be in-service Monday-Saturday (unless otherwise approved by City in writing) to respond to collection related issues immediately via two-way communications from the City's Contract Administrator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.

Route Supervisor shall report lost or damaged carts hat are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff and the general public.

Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.

Route Supervisors may be required to perform other duties as requested.

City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any Route Supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the City's Contract Administrator.

**5.9.4 Incident Reporting**

Contractor shall notify the Contract Administrator or designee of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Administrator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator or designee within two (2) operating days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

**5.9.5 Operation Supervisor(s)**

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

**5.9.6 Employees**

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all mechanical containers, rolloff containers and carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee or subcontractor of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

**5.9.7 Hiring of City Residents and Qualified Personnel**

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

## 5.10 CUSTOMER SERVICE

**5.10.1 Contractor's Local Office**

The Contractor shall maintain a customer service and operational yard in Broward County. Remote customer service operations must be disclosed as part of bidder's proposal and is subject to City approval. The

Contractor's customer service operations shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the City or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements of this Agreement.

The Contractor shall have a local telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Commercial and Rolloff Customers, and any notices provided by the Contractor.

- The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- All calls concerning complaints shall be answered by a person located in the Contractor's office in Broward County or an alternative location acceptable to the City.
- Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the City's approval. An "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.
- All of the people answering the telephones for the Contractor must be fluent in English or Spanish.
- At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Contract Administrator, the Contractor's Operations Manager, and the Contractor's Route Supervisor via telephone calls and electronic mail (e-mail).

**5.10.2 Contractor Complaints and Requests for Service**

The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the City when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the City to (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The City shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the City's approval. With the City's approval, the electronic

tracking system may be used as the Contractor's complaint log. The tracking system shall be fully operational no later than 60 days following the start of this contract or June 1, 2024.

The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the City and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the City. The Contractor shall closely monitor such requests and shall provide initial responses no later than 4 hours or 9am the following business day if received after 4pm after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the City when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the City to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the no later than 60 days following the start of this contract or June 1, 2024 for Commercial Customers, Rolloff Customers and Residential Customers, respectively.

The Contractor shall work with the City to establish links from the City's website to the Contractor's web-based systems for tracking complaints and requests for service.

The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

A. Complaints, missed pick-ups or service requests received by the Contractor before 4:00 PM each day shall be serviced before 7:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
B. Complaints, missed pick-ups or service requests received by the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
C. Any service inquiries not responded to by the Contractor will be converted to a missed pick-up 24-hours after the inquiry is logged and will be considered incomplete.
D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
E. Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
F. All service requests and correspondence from the City received before 5pm Monday through Saturday shall be acknowledged by the Contractor within 4 hours of being sent. Correspondence sent after 5pm or on Sunday shall be acknowledged no later than 9am the following business day.

### 5.11 EQUIPMENT

While it is the City's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

Contractor shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- Rearloaders (standard and mini or "pup" sized)
- Sideloaders
- Commercial front-end loaders
- Rolloffs

- Box Trucks
- Clam Trucks
- Pick-up Trucks (with or without dumper mount)
- Container delivery trucks (flatbed and container delivery units)

Residential frontload trucks (i.e. Curotto-Can®) may not be used under this contract without the City's express written permission.

The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. Contractor shall make a formal request to City for reconsideration once deficiency has been addressed- City shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. City reserves the right to inspect vehicle prior to offering approval.

Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Administrator. Proposers should include their GPS/Surveillance system information in their proposals including illustrations depicting the live reporting functions, system capabilities and reports. The GPS and Surveillance Systems shall be installed and maintained at the Contractor's sole expense.

City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

All Contractor vehicles shall be well maintained and clean in appearance.

Contractor shall provide the City Contract Administrator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract.

**5.12 CONTRACTOR'S SAFETY PROGRAM**

- The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the City for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the City upon request.
- The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations.

**5.13 USE OF SUBCONTRACTORS**

**5.13.1** If the Contractor proposes to use subcontractors during this contract to provide services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**5.13.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. 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 the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**5.13.3** Contractor shall require all its subcontractors to provide the required insurance coverage (See Section IV (4.3)) as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**5.14 PROPERTY DAMAGE**

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any

damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

**5.14.1 Damages to Private Property**

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

**5.14.2 Damages to City Property**

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

**5.15 ADMINISTRATIVE CHARGES**

**Administrative Charges (Penalties)**

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor's payment if payment is not received within 60 days of issuance of City's invoice for such charges.

A. Missed pick-up complaints as per below:
    1. MSW (garbage) $100.00 per complaint over 30 complaints per week
    2. Recycling $100.00 per complaint over 30 complaints per week
    3. Bulk $100.00 per complaint over 15 complaints per week
B. Spilled materials following service resulting in customer complaint - $25.00 each complaint
C. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - $2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable
D. Failure to maintain scheduled route start and end times (7am to 7pm) - $500 per violation
E. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - $200 per occurrence
F. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - $200 per occurrence
G. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - $200 per occurrence
H. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.)- $1,000 first operating day; $5,000 for second day; $10,000 for third day and each day beyond

Contractor may appeal the imposition of administrative charges by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of administrative charges from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive administrative charges at its sole discretion.

## 5.16 MONTHLY RECORDS AND REPORTING

### 5.16.1 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month unless otherwise approved by the City.. The final report format will be approved by the Contract Administrator or designee. The City reserves the right to modify the report format and require more or different information throughout the term of the contract.

### 5.16.2 Monthly Tonnage Reports & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The Contractor shall keep accurate records of tonnage of waste handled and shall provide a monthly report, with invoices and weight tickets, to the City's Contract Administrator no later than the 10th of the month following the end of the month for which the data was collected.
The monthly tonnage report shall be in a format acceptable to the City and at a minimum be broken down by:

- MSW loads for residential service units
- RCY loads for residential service units
- BULK loads for residential service units

The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

### 5.16.3 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. These complaints should be listed by type of complaint (Missed Pick-up, Hydraulic Spill, etc.) and provided in a format acceptable to the City.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

### 5.16.4 Collection Locations, Service Levels and Frequency- Commercial and Rolloff

Reports should include, but not be limited to:

- Customer name and service location information including phone number and email contact
- Container size, frequency of service
- Any and all charges for service including but not limited to Rollout, Lock Fee, Casters and Extra Service charges

Such reports shall be in a format acceptable to the Contract Administrator and may be adjusted as needed from time to time.

## 5.17 ADMINISTRATIVE FEE – 3.0% and $120,000 ANNUAL ADMINISTRATION FEE

The City shall be responsible for the billing and collection of payments for all residential collection services unless otherwise indicated in this contract. As such, the City shall receive an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Administration Fees as a line item. The City will calculate Administration Fees owed and payable by the Contractor as 3% of the total invoice amount billed to the City. Example below:

*MSW Collection per month:* *$7.00 per unit x 11,000 units =$77,000*
*Administrative Fee Due to City:* *$77,000 x 0.03 =$2,310*

*Total Invoice to City:* *$77,000*

The City reserves the right to adjust the Administrative Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. (See example provided in 5.18 for Franchise Fee)

Administrative Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle (Example: Administrative Fee for services July 1st through July 31st due to City by August 20th)

In addition to this fee, the (Primary) Contractor shall be required to pay the City an annual contract administration fee of $120,000 dollars for the first year, increasing 3% annually with the anniversary of the contract (April 1), to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract (or no later than May 1, 2024) and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

**5.18 FRANCHISE FEE – 12%**

The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 12% of gross billed. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 12% of the total invoice amount billed to the City. Example below:

*MSW Collection per month:* *$7.00 per unit x 11,000 units =$77,000*
*Franchise Fee Due to City:* *$77,000 x 0.12 =$9,240*
*Total Invoice to City:* *$77,000*

The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. Examples below:

**DECREASE from 12% to 10%**

*Residential Trash Collection Bid/Award Price as Calculated Above with **10%** Franchise Fee*

*MSW Collection per month:* *$7.00 per unit x 11,000 units= $77,000*
*Franchise Fee Due to City:* *$77,000 x .10= $7,700*
*Total Invoice:* *$77,000 - $7,700=$69,300*
*MSW Billed per Unit per Month:* *$69,300/11,000 units=$6.30*

**INCREASE from 12% to 14%**

*Residential Trash Collection Bid/Award Price as Calculated Above with **14%** Franchise Fee:*

| | |
|---|---|
| *MSW Collection per month:* | *$7.00 per unit x 11,000 units= $77,000* |
| *Franchise Fee Due to City:* | *$77,000 x .14= $10,780* |
| *Total Invoice:* | *$77,000 + $10,780= $87,780* |
| *MSW Billed per Unit per Month:* | *$87,780/11,000 units=$7.98* |

Franchise fees also apply to Commercial MSW, Bulk, Construction and Demolition, Commercial and Compactor services. Contractor **may** bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change.

Franchise Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle. (Example: Franchise Fee for services July 1st through July 31st due to City by August 20th)
Contractor shall provide City report demonstrating gross invoicing in a form acceptable to the City each month before or concurrent with the franchise fee payment.

**5.19 TRANSITION**

The Successful Proposer shall provide all services as set forth in this Solicitation by April 1, 2024 unless otherwise stated in this solicitation. Contractor shall detail its Transition Plan as part of its proposal to include supplying all labor, equipment, customer service infrastructure, etc.

**5.20 POST CONTRACTUAL OBLIGATIONS**

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 12 months until the City establishes a new contract for services.

**5.21 DISCLAIMER**

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

**5.22 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE**

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

**5.23 OPTIONAL BENEFITS OR SERVICES**

Contractor may offer optional benefits or services to the City to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

**[END OF SECTION]**

# SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation 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 cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

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 |
|---|---|
| **1. Firm Qualifications and Experience** | 20 |
| **2. Qualifications and Experience of Key Personnel** | 10 |
| **3. Operation Plan including, including but not limited to:** Customer Service Plan,<br>Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan | 30 |
| **4. Price Proposal** | 30 |
| **5. Past Performance including client references and years in business**<br>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE) | 5 |
| **6. Demonstrated Financial Capability** | 5 |
| **TOTAL POSSIBLE POINTS:** | **100** |

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. The city will conduct a two-step process.

Initial Evaluation 1.1. The city will review each proposal for responsiveness and compliance: Ensure that each proposal received meets all the specified submission requirements, including submission deadlines, required documentation, and adherence to procurement guidelines.

1.2. Evaluation Committee Formation: An evaluation committee will assess and score the proposals objectively, considering evaluation factors, as outlined in the Request for Proposal, and assign scores based on predefined evaluation criteria.

The committee will score and rank all responsive proposals and determine a minimum of three (3) to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the 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 to the specifications and in the bidding process.

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.

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal(s) deemed 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 3.26, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50 Place
Cooper City, Florida 33328
(954) 434-4300, 268
Purchasing@cooperCity.gov

**7.2 SUBMISSION OF PROPOSALS**
The following material is required to be submitted by Monday, October 23, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. Provide FIVE (5) **ELECTRONIC JUMP DRIVES** (USB 2.0)

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

A. Title Page: List the following:

1. RFP 2023-2-PW, Solid Waste Removal Services
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:

- **Cover Page**

- **Proposal Transmittal Letter**
- **Technical Proposal**
    - Refer to Section V
- **Proposal Bond(s)**
    - Refer to Section 4.4
- **Executive Summary**
- **Proposer Team Identification, Qualifications, and General Information**
- **Experience and Technical Qualifications**
- **Relevant Project Experience**
- **Project References**
- **Contractor's Equipment and Facilities (including vehicles, carts, mechanical containers)**
- **Contractor's Operational Plan (including Customer Service, Computer Software, Routes planned)**
- **Contractor's Transition Plan**
- **Demonstration of Financial Resources**

D. Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 6 of 6 of Attachment A. The cost 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 cost 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 "RFP 2023-2-PW ,Solid Waste Removal Services"**

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

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 50 Place
Cooper City, Florida 33328

**[END OF SECTION]**

**ATTACHMENT A**
*(Page 1 of 6)*

# City of Cooper City, Florida

## PROPOSAL FORMS

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# Solid Waste Removal Services

# RFP 2023-2-PW

## Proposal Due: Monday, October 23, 2023

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For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by:_____
(Company name)

**ATTACHMENT A**
*(Page 2 of 6)*

**Project**: Solid Waste Removal Services
**Contract Identification:** RFP 2023-2-PW
**Bids submitted to:** Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal 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/Proposal 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/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal 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/Proposal, 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/Proposal 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/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
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.

**ATTACHMENT A**
*(Page 3 of 6)*

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 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 Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

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 (Completed and Signed) |
| | Transmittal Letter |
| | 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 |
| | E-Verify Form |
| | City Facilities |
| | City Map(s) |
| | Schedule(s) |
| | Bond Form(s) |

**ATTACHMENT A**
*(Page 4 of 6)*

## TRANSMITTAL LETTER

**I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20__.**

**(Affix Seal Here)**

_____

**Clerk/Secretary**

**Note:**

- **Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.**
- **Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.**

**ATTACHMENT A**

*(Page 5 of 6)*

## Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

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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 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services
## MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

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 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. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**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,

**ATTACHMENT C**

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.**

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_____

_____
Signature

**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: **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 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 City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____ _____
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 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 form 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 in 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. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. 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:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

___ - ___ - ____

**or**

**Employer identification number**

__ - _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## 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, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

## 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:

1. 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.
2. 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.faia.com, 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 submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Insurance@cooperCity.gov.

**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

_____%

_____ %

_____ %

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**)

_____

1. 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.
2. 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. 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.
5. 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.
6. 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

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 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

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 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.

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_____

_____
COMPANY NAME

_____
PRINT NAME & TITLE

_____
SIGNATURE

## ATTACHMENT M

# NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the _____ of _____ with a
   [Insert Title] [Insert Company Name]

a. local office in _____ and principal office in _____.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. 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.

5. 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 restraints 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 of Affiant

_____
Printed Name & Title of Affiant

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 N**
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

***TO BE RETURNED WITH PROPOSAL***

Project Name: _____

Project No.: _____

1. Definitions:

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

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

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

2. 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:

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

b) All persons (including sub vendors/subconsultants/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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**
**(Page 2 of 2)**

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the 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 1 year after the date of termination.

| |
|---|
| Company Name: |
| Authorized Signature: |
| Print Name: |
| Title |
| Date: |
| Phone: |

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 O

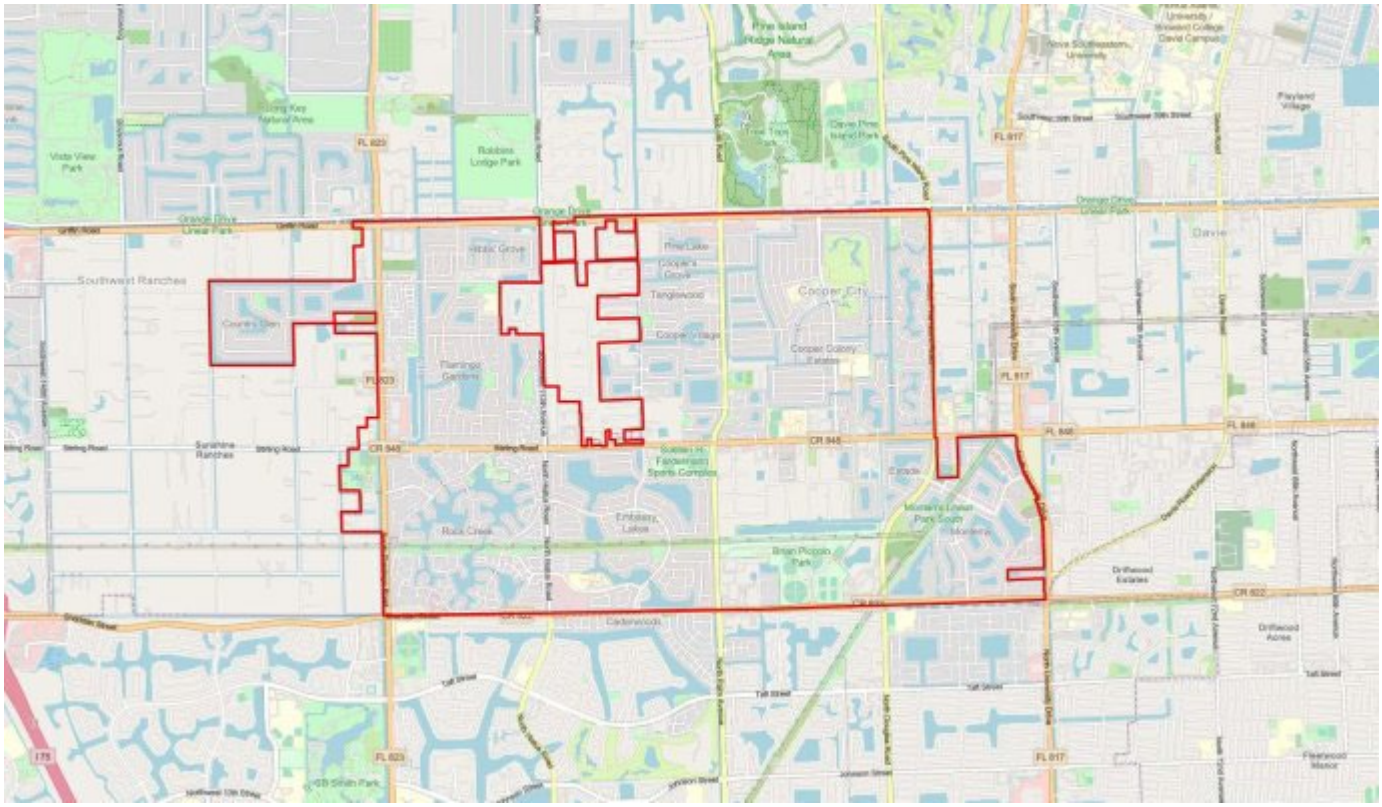
## City Facilities

| Dept. | Location | Site Adress | Service Frequency | Container Type | Container Size |
|---|---|---|---|---|---|
| City Hall | City Hall | 9090 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy - short |
| City Hall | City Hall | 9090 SW 50 Place | 1 x per week | 3 Recycle carts | 96 gallons |
| Community Center | Community Center | 9000 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy |
| Community Center | Community Center | 9000 SW 50 Place | 1 x per week | 1 Recycle cart | 96 gallon |
| Public Works | Public Works | 9070 SW 51 Street | 1 x per week | 1 Recycle dumpster | 6 cy |
| Public Works | Public Works | 9070 SW 51 Street | As needed | 2 Roll off | 20 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 2 x per week | 1 Dumpster | 6 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | As needed | 1 Roll off | 20 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Police Dept | Police Dept. | 10580 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Police Dept | Police Dept. | 10580 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 2 x per week | 1 Dumpster | 6 cy |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 1 x per week | 2 Recycle carts | 96 gallons |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 2 x per week | 2 Dumpsters | 6 cy |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 1 x per week | 1 Recycle dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 2 x per week | 1 Dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 1 x per week | 2 Recycle carts | 96 gallon |
| Utilities | Utilities | 11791 SW 49 St | 2 x per week | 2 Dumpster | 14 cy & 16 cy |
| Utilities | Fleet | 11221 SW 49 St | As needed | 2 Dumpster | 30 cy |
| Fleet | Fleet | 11221 SW 49 St | 2 x per week | 1 Dumpster | 4 cy - short |
| Fleet | Fleet | 11221 SW 49 St | As needed | 3 Roll off | 30 cy |

**ATTACHMENT P**

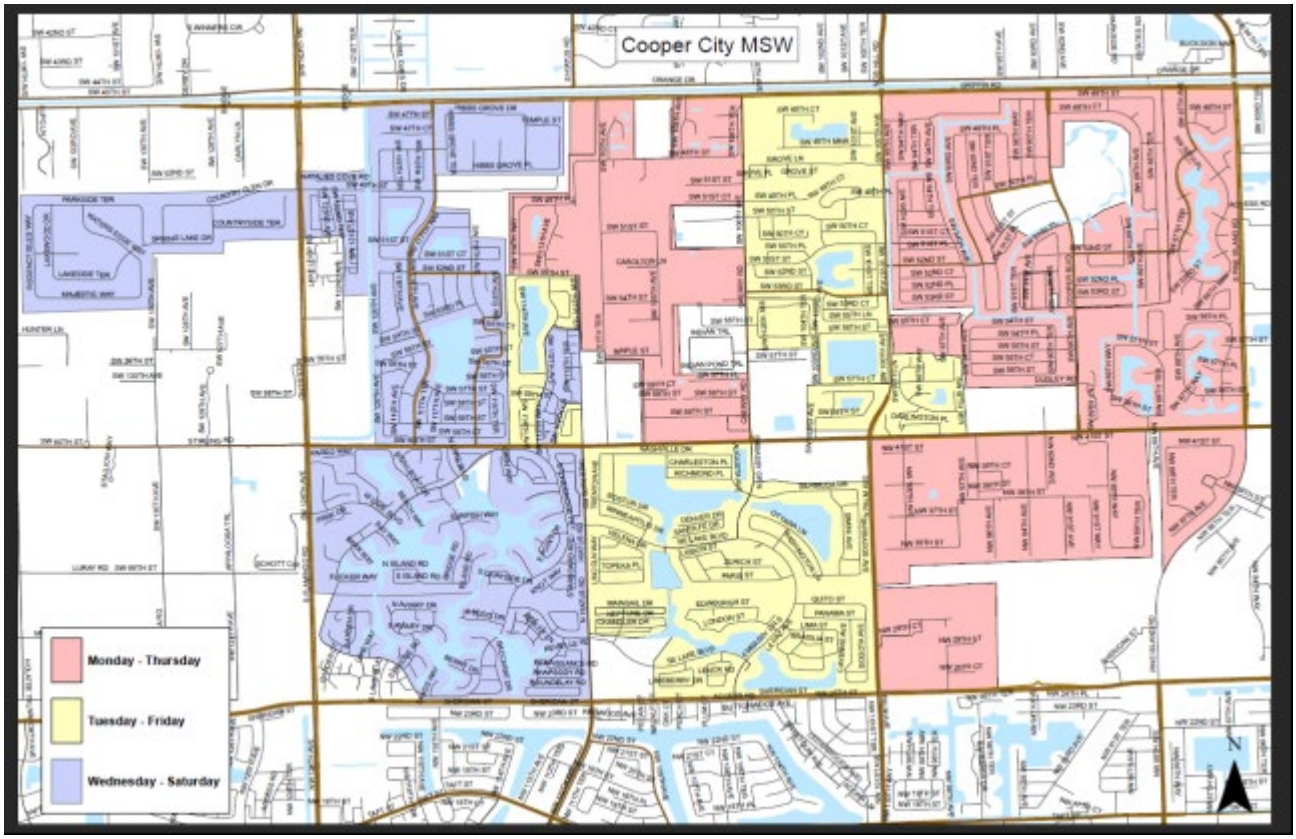
**City Map**

## City of Cooper City Boundary Map



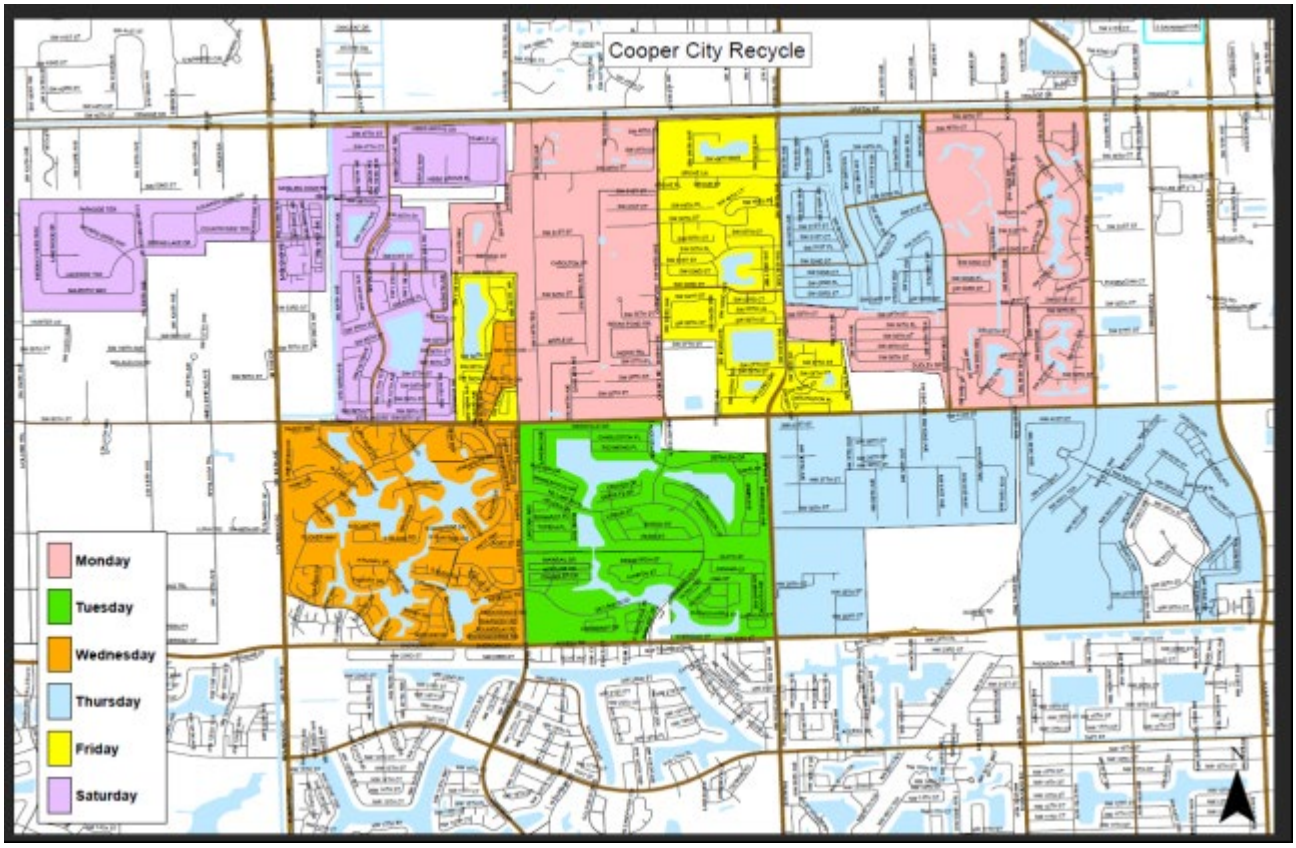
## ATTACHMENT Q

## City of Cooper City MSW Schedule



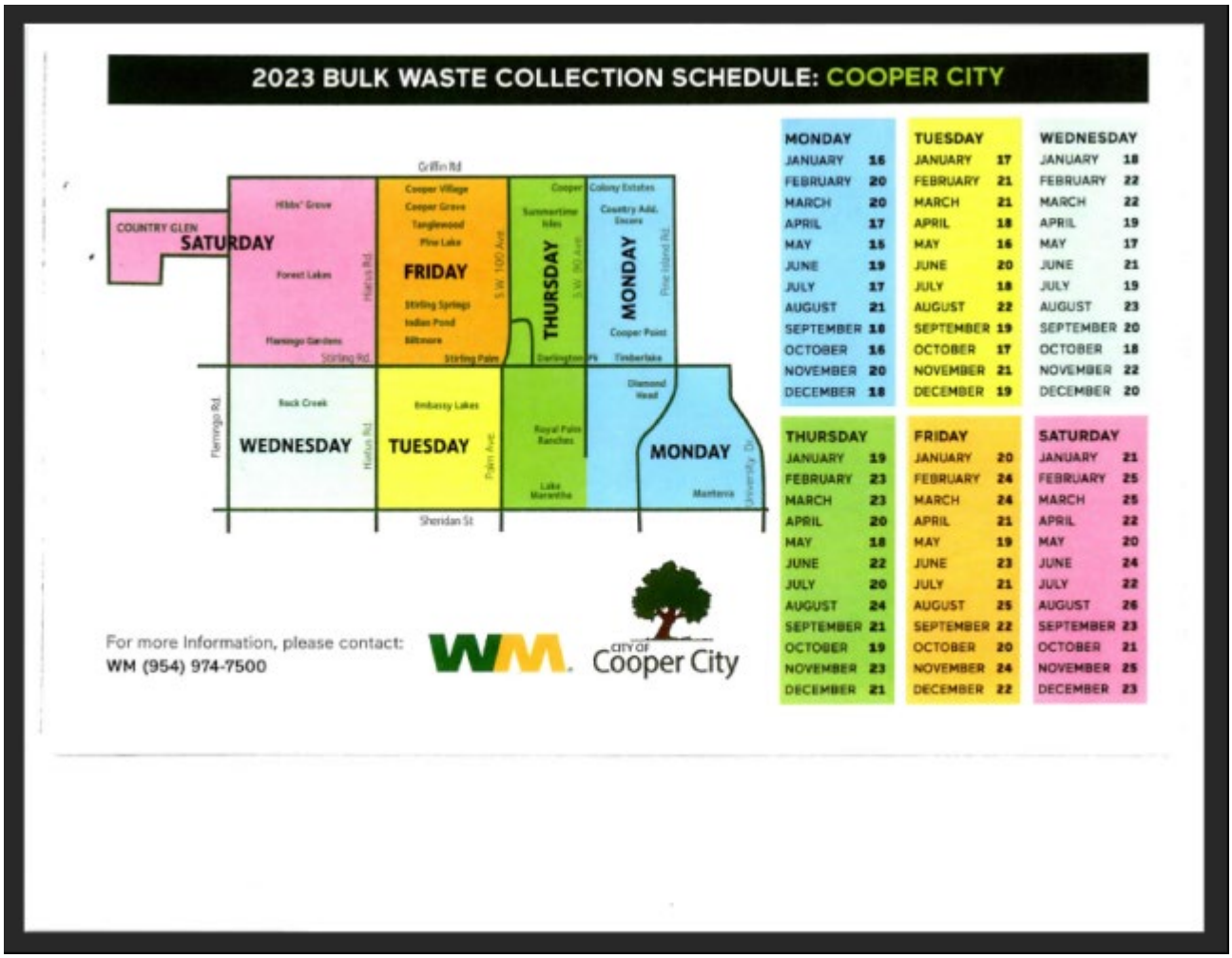
## ATTACHMENT R

## City of Cooper City Recycle Schedule



**ATTACHMENT S**

**City of Cooper City Bulk Waste Schedule**



**ATTACHMENT T**

**Bond Form(s)**

# CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($ ) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR**:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

## CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

# CITY OF COOPER CITY PAYMENT BOND
# COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

# FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

**1.** Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

**2.** Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

**2.1** A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

**2.2** A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

**2.3** Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

**2.4** Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

**2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

# AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

**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 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COMPANY NAME,** a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (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
## PREMABLE

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 **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services,** 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 2023-2-PW",** 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 seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

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. 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.

## 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 the unit prices stated 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:

**COMPANY NAME**
**Attn: INSERT CONTACT PERSON**
**ADDRESS**
**CITY, ST ZIP CODE**

## 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

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.

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 subcontractor. 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.

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.

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.

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 30-day notice of cancellation.

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, as soon as reasonably practicable, 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.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

7.1 **REQUIRED INSURANCE**

7.1.1 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.**

7.1.2 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 subcontractor 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 subcontractor 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 |

7.1.3 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

7.1.4 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.

7.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
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.

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. 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 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. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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 CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 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

13.1 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:

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

B. 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

C. 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 CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 CONTRACTOR 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 CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th 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

Contractor: **Insert_Contact_Position**
**INSERT CONTACT PERSON**
**COMPANY NAME**
**ADDRESS**
**CITY, ST ZIP CODE**
**E-mail: insert_contact_email**
**Telephone No: insert_contact_phone**

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 CONTRACTOR 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.

END OF SECTION

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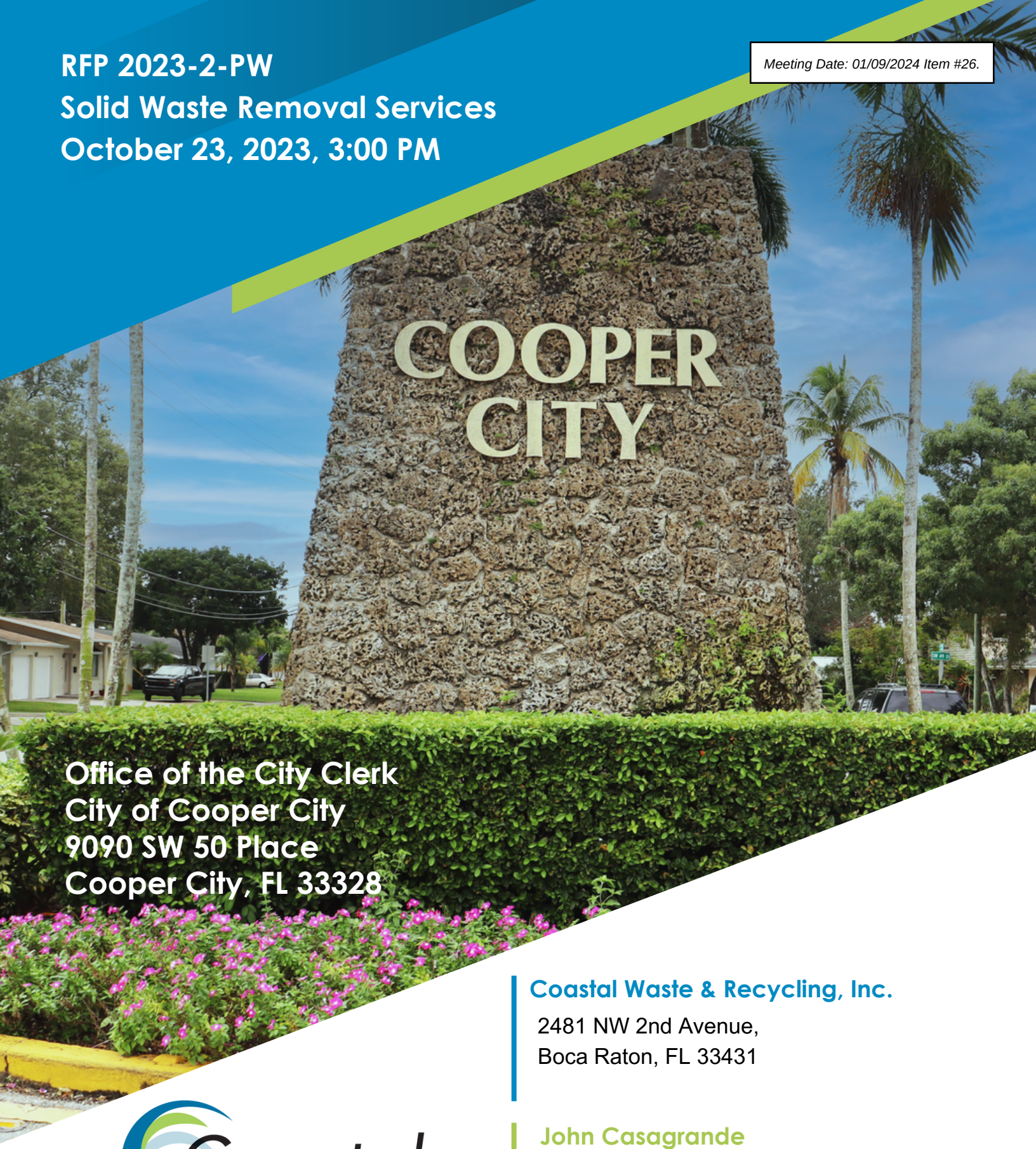
# RFP 2023-2-PW
# Solid Waste Removal Services
# October 23, 2023, 3:00 PM




Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328

**Coastal Waste & Recycling, Inc.**
2481 NW 2nd Avenue,
Boca Raton, FL 33431

**John Casagrande**
Senior Vice President
jcasagrande@coastalwasteinc.com
954-947-4000

Coastal Waste & Recycling

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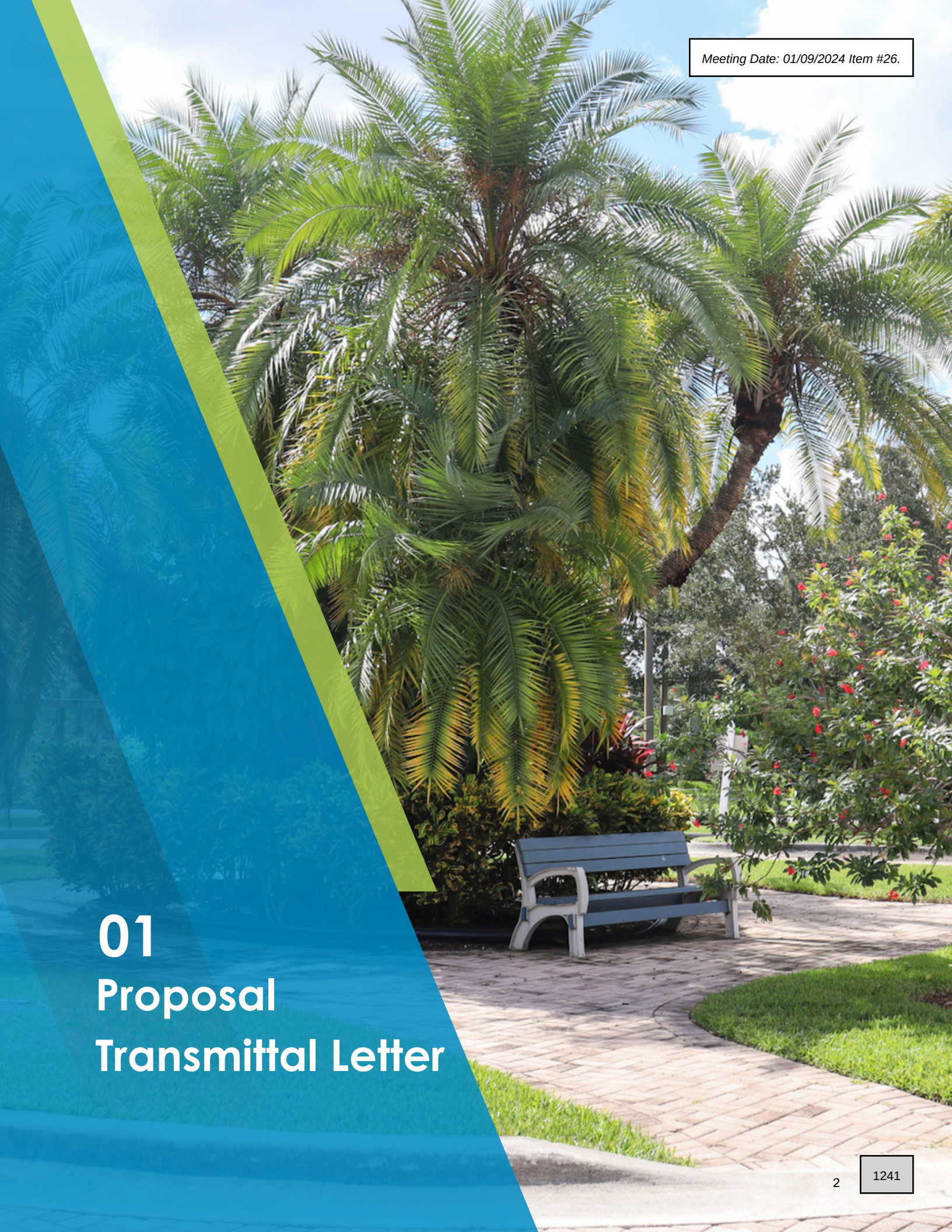


# 01
# Proposal Transmittal Letter

**ATTACHMENT A**
*(Page 4 of 6)*

## TRANSMITTAL LETTER

I, Matthew Cowan, a resident of Palm Beach in the State of Florida, DO HEREBY CERTIFY that I am the Clerk/Secretary of Coastal Waste & Recycling, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida; that I have custody of the records of the corporation; and that as of the date of this certification, Brendon Pantano holds the title of CEO of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 18 day of October, 2023.

(Affix Seal Here)

Clerk/Secretary

**Note:**

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

Coastal Waste & Recycling

October 23, 2023

**City of Cooper City**
**Purchasing Division**
**9090 Southwest 50th Place**
**Cooper City, FL 33328**

***Request for Proposals No. 2023-2 PW, Solid Waste Removal Services***

Coastal Waste & Recycling, Inc. ("Coastal" or "the Company") appreciates the opportunity to submit this proposal to the City of Cooper City in response to the above referenced *Request for Proposals* (*RFP*)2023-2 PW for Solid Waste Removal Services.

Headquartered in Boca Raton, Florida, Coastal Waste & Recycling delivers solid waste and recycling services throughout Florida, Georgia and South Carolina through our 23 locations. Coastal offers residential, commercial, industrial and municipal waste and recycling services and has about 1,100 employees enacting some 1.3 million service transactions each month. We provide services under exclusive franchises to several municipalities utilizing automated and semi-automated collection equipment, as well as bulk and yard waste collection and roll-off and commercial front load collection (mechanical containers).

Recently, Macquarie Asset Management (MAM), the world's largest infrastructure manager, completed a recapitalization of Coastal through a fund managed by MAM, bringing tremendous financial strength to the Company. This infusion of capital provides additional assurance that the plans outlined in this proposal will be executed as described and on time, without disruption to the customer. Local personnel remain, including the management and transition team described in this proposal.

The entire Coastal team stands ready to provide the residents and businesses of Cooper City with exceptional solid waste and recycling collection services. Furthermore, the City can rely on Coastal to responsibly manage the collected materials from collection point through processing. We look forward to a mutually beneficial, and long-lived partnership between our two parties.

As Coastal Waste & Recycling's CEO, I am authorized to represent the Company throughout negotiations and bind the Coastal in contract with the City of Cooper City as identified in *RFP No. 2023-2-PW*.

I personally look forward to entering discussions with the City of Cooper City.

Respectfully,

Brendon Pantano`
Chief Executive Officer
bpantano@coastalwasteinc.com

# Proposal Bond

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

Coastal Waste & Recycling of Florida, Inc.
2481 NW 2nd Ave
Boca Raton, FL 33431

**SURETY:**
*(Name, legal status and principal place of business)*

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
**Mailing Address for Notices**
1411 Opus Place, Suite 400
Downers Grove, Illinois 60515

**This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.**

**Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.**

**OWNER:**
*(Name, legal status and address)*

City of Cooper City, Florida
9090 Southwest 50th Place
Cooper City, FL 33328

**BOND AMOUNT:** $ 5% Five Percent of Amount Bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Solid Waste Removal Services -RFP 2023-2-PW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of October, 2023

*(Witness)*

Coastal Waste & Recycling of Florida, Inc.
*(Principal)* *(Seal)*

By:
*(Title)*

*(Witness)* Jennifer J. McComb

United States Fire Insurance Company
*(Surety)* *(Seal)*

By:
*(Title)* James I. Moore, Attorney-in-Fact

S-0054/AS 8/10

State of Illinois

County of DuPage

## SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Cynthia A. Schwinn Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the United States Fire Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the United States Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 23rd day of October, 2023.

Cynthia A. Schwinn

Notary Public Cynthia A. Schwinn

My Commission expires: May 24, 2025

OFFICIAL SEAL
CYNTHIA A. SCHWINN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05-24-2025

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

**James I. Moore**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

**Surety Bond No.:** Bid Bond
**Principal:** Coastal Waste & Recycling of Florida, Inc.
**Obligee:** City of Cooper City, Florida

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

**UNITED STATES FIRE INSURANCE COMPANY**

A. R. S

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA**
**NOTARY PUBLIC STATE OF NEW JERSEY**
**NO. 2163686**
**MY COMMISSION EXPIRES 3/25/2024**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of October, 2023.

**UNITED STATES FIRE INSURANCE COMPANY**

Al Wright, Senior Vice President

# Technical Proposal

# 03 Executive Summary

# Executive Summary



Coastal Waste & Recycling (Coastal) has quickly become a regional leader in the provision of waste and recycling services. We are proud to be known for the important work our people do in providing an essential service to the communities we serve. Coastal offers Cooper City a committed team of professionals who take personal responsibility for serving customers with professionalism and care, backed by the financial strength of the Macquarie Group—the world's largest infrastructure provider.

***"From transparent communications to going the extra mile in delivering carts that had been swept away during storm events, Coastal simply rolls up their sleeves and gets to work. There are no excuses. There are no extraordinary asks. They simply get the job done."***
***-Melissa Doyle, Division Manager, Solid Waste & Recycling City of Fort Lauderdale***

Coastal has a track record of not only reliably meeting the needs of its customers but also exceeding them. As customer needs change, Coastal changes. Coastal responsibly provides services to 1.3 million services each and every month delivered through a network of 23 administrative, operations, maintenance, and material recovery facilities powered by nearly 1,000 dedicated employees and a fleet of over 600 trucks. Coastal has always had a great respect for doing the hard work required to be its cities' waste services provider, but Coastal is actually much more than that: Coastal is the partner that Cooper City can count on.

***From reliable essential services to designing solutions to complicated problems, Coastal will deliver. In times of uncertainty and emergency, Coastal will be a first responder, relentlessly working to carry on the work needed to keep Cooper City moving.***

But don't take our word for it. Our references, provided in Section 7 which include letters of support, combine to assure Cooper City, Coastal's ability to implement accurately and on time and provide ongoing reliable service through a partnership with its municipal clients.

**A Powerful, Talented Team**

Coastal's management team is widely known to be comprised of dedicated and highly skilled professionals. Coastal's culture of excellence extends out to every facet of its business from there. To attract top talent, Coastal has developed a rigorous, holistic process for attracting, recruiting, and retaining talent that is described in detail in Section 9 – Contractors Operational Plan.

Coastal employees enjoy a safe, positive, and productive workplace, and are supported by the many built-in and optional benefits Coastal provides. Because of this, Coastal is able to easily engage with the displaced workers of exiting contractors and welcome them into the Coastal team to help provide a seamless transition.

Coastal's comprehensive onboarding process ensures everyone knows what their targeted goals and responsibilities are from day one. Coastal's well-organized customer service function and suite of technological tools, create a web of support for employees, and an ongoing stream of data and metrics to fuel Coastal's model of continuous improvement are detailed in Section 9 – Contractors Operational Plan.

# Executive Summary



**Transition Approach**
As evidenced by our references, Coastal has developed an approach to transition that bolsters efforts and ensures success. Our initial scoping session, regular meetings, status updates, customer database development process, routing approach, container deployment strategy, and more are detailed in Section 9. This overall approach is borne out of recent, local, relevant transition experience as documented throughout this proposal. Coastal's intention is to develop a solid foundation with the City from contract execution to facilitate a powerful partnership to reliably meet the City's needs and the needs of its residents and businesses.

**New Equipment**
For this Cooper City contract, Coastal is deploying a fleet of new frontline collection vehicles for all lines of business, and new dumpsters, signaling the proper start of a new contract and eliminating spewing emissions, leaking hydraulic fuel, and aging containers, thereby infusing City streets with a more appealing aesthetic and raising the quality of life in Cooper City.

***Coastal's financial strength, operational expertise, and committed core of management professionals, along with the daily execution by highly trained administrative, customer service, and collection personnel, and a network of facilities, guarantee reliable waste management services throughout the entire term of the Franchise Agreement.***

# 04
# Proposer Team Identification & Qualifications

# About Coastal

Coastal Waste & Recycling was established by its CEO, Brendon Pantano, in partnership with Summer Street Capital. As a third-generation descendant of Horace and Dennis Pantano, the founders of Fredonia Sanitary Services, Brendon's upbringing was steeped in the waste hauling industry. Fredonia Sanitary Services, a waste management company originating in Fredonia, New York, during the late 1950s, became part of Browning-Ferris Industries (BFI) in 1985. Throughout this journey, Brendon garnered invaluable experience, gaining a comprehensive understanding of providing exceptional customer service, from the collection of materials at residences and businesses to their secure disposal in an environmentally responsible manner.

The founders of Coastal firmly believe that their unwavering commitment to the people they serve is the cornerstone of their success, setting them apart from competitors. They recognize that, beyond infrastructure and equipment, the true value of a service organization resides in its human capital.

With a wealth of industry expertise and a vision to address an unmet need in the southeast Florida market, Coastal embarked on its journey by assembling a team of industry professionals who shared a common vision: to establish a leading, fully integrated regional solid waste and recycling company while upholding their core values as the guiding principles of their operations.

Coastal wasted no time in building their company's reputation. In just one year of operations, they successfully completed four strategic acquisitions across the Southeast Florida market. The collective knowledge and experience of their team have propelled both organic and acquisitive growth, establishing the company on a firm foundation. Since its inception in 2017, Coastal has evolved into one of the Southeast's largest private solid waste and recycling companies.

As a regional waste services provider committed to safety and excellence, Coastal prides itself on its ability to rapidly respond to the evolving needs of its municipal clients, while also delivering extraordinary service to each of its residential and commercial customers day in and day out. The bench depth and unmatched technical expertise of Coastal’s management team, described in this section, allows us to act quickly, decisively, and with a high degree of accuracy and safety. We believe this is a critical consideration for Cooper City, since all solid waste collection, processing, and disposal activities necessarily occur within an increasingly regulated and dynamic environmental context.

We also provide methods for direct, immediate contact between our municipal clients and the management team. When the need arises, the City’s representative may just call or email its assigned contract manager, and any requests or concerns will be immediately addressed.

# About Coastal

At Coastal, customer service is not simply a department. Customer service is why the Company exists, and therefore all Coastal employees—no matter the position—are continuously coached and trained to optimize the customer experience. Coastal's ethos and protocols around customer service are described in detail in Section 8 - Equipment & Facilities.

Key personnel assigned to this project are all full-time employees of Coastal and highly experienced in full contract and program transition activities. The following Organization Chart identifies key management personnel assigned to this contract; these professionals will also act as the project transition team. Full qualifications for the management team are also included in this section.

The Organization Chart also names the positions and numbers of route collection personnel to be dedicated to the Cooper City contract. Route collection personnel are highly and continuously trained to ensure safety, efficiency, and professionalism.

# Coastal's Leadership Team

## Brendon Pantano, Chief Executive Officer

Brendon is a third-generation waste management industry professional, who grew up working in his family's waste collection firm in Buffalo, New York. His 20-year experience ranges from working the back of the truck as a young man to overseeing environmental compliance and operations. It is this extensive experience, honed by both large public and private industry leaders, that led to his selection as CEO.

## John Casagrande, Senior Vice President

A seasoned professional, John began his career in waste management over 45 years ago in Miami, shortly after relocating from his native New York in 1979. His career began as a humble garbage truck driver for his own company, which grew to be one of the largest privately owned organizations in South Florida. His drive and determination earned him the position as Area Vice President of Collection for industry giant Waste Management (WM), responsible for the Monroe (Key West) to St. Lucie County territory. **From 1999 to 2008 was responsible for the collection and operation from Cooper City Collection Solid Waste Franchise.**

## Kristi Beaudoin, Chief Financial Officer

A finance expert with 12 years of experience in overseeing finance and accounting for waste industry companies. Most notably, she managed financial operations at Republic Services for the California, Nevada, and Arizona region. Specializing in Mergers & Acquisitions, she has played a pivotal role in achieving successful integration and blending of waste management, software, and consulting firms. She earned a BS in Accounting and an MBA from the University of Dubuque.

## Dennis Pantano, Chief Operating Officer

As an accomplished, performance-focused industry professional with nearly 5 decades of experience, he has extensive knowledge and proficiency in all facets of solid waste management. In his current role, he oversees all collection and post-collection activities. His hands-on experience and desire to please the customer make him an invaluable asset to Coastal Waste & Recycling.

## Maurice Nalley, VP Hauling Operations

With 28 years of leadership experience with 13 of those coming directly from the solid waste industry. Shortly after leaving the ARMY where he served as a Sniper, in 3rd Ranger Battalion, Maurice decided to pursue a career in transportation by obtaining his CDL and entering the industry as a driver. As his career progressed, he was introduced to all facets of the waste industry, much of which came through M&A integration. Maurice has been recognized for consistently delivering revenue growth and cost reductions through improved operating efficiencies.

# Exclusive Franchise Agreements

| | | |
|---|---|---|
| **Miami Dade County** | Residential automated curbside collection (recycling) | 230,038 Homes |
| **City of Hialeah** | Residential automated curbside collection (recycling) | 38,623 Homes |
| **City of Fort lauderdale** | Residential automated curbside collection (recycling) | 40,218 Homes |
| **Town of Davie** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 24,728 Homes<br>612,000 Commercial Cubic Yards Services Annually |
| **City of Pompano Beach** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 27,150 Homes<br>800,000 Commercial Cubic Yards Services Annually |
| **City of Augusta** | Residential curbside automated solid waste, recycling and bulk | 40,919 Homes |
| **City of North Miami Beach** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 8,415 Homes<br>495,770 Commercial Cubic Yards Serviced Annually |
| **Broward County Municipal Services District** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 4,700 Homes<br>43,568 Commercial Cubic Yards Serviced Annually |
| **City of Oldsmar** | Residential curbside manual solid waste and yard waste,bulk, and automated recycling | 4,328 Homes |
| **Town of Bay Harbor Island** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 2,748 Homes<br>31,100 Commercial Cubic Yards Serviced Annually |
| **Town of Loxahatchee Groves** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 1,535 Homes<br>40,000 Commercial Cubic Yards Serviced Annually |
| **Village of El Portal** | Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts | 848 Homes |
| **City of Wilton Manors** | Residential curbside automated solid waste, recycling, and bulk – includes multi-family and commercial accounts | 3,507 Homes<br>18,000 Commercial Cubic Yards Serviced Annually |
| **Town Lantana** | Residential curbside collection and containerized multifamily collection (solid waste and recycling) | 6,016 Homes |

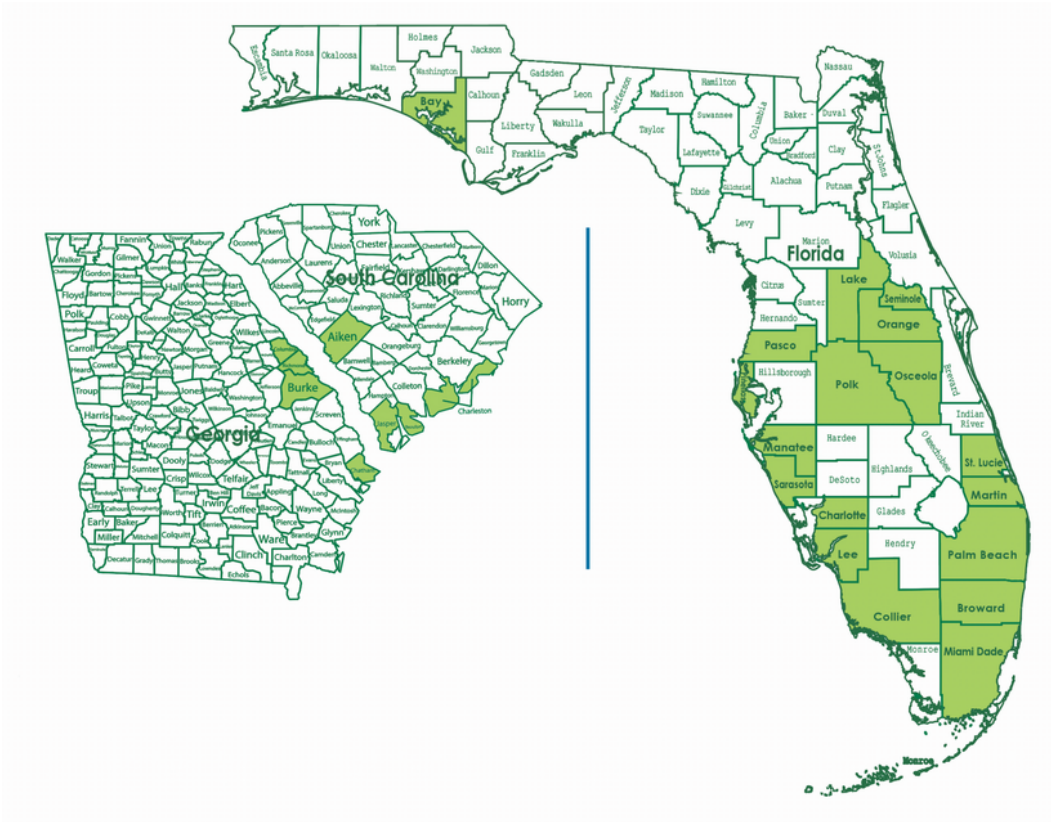
# Entities Held

**Coastal Waste & Recycling of Florida, Inc.**
**Coastal Waste & Recycling of Bay County, LLC**
**Coastal Waste & Recycling of Broward County, LLC**
**Coastal Waste & Recycling of Central Florida, LLC**
**Coastal Waste & Recycling of Georgia, LLC**
**Coastal Waste & Recycling of Lee County, LLC**
**Coastal Waste & Recycling of Martin County, LLC**
**Coastal Waste & Recycling of Miami-Dade County, LLC**
**Coastal Waste & Recycling of Palm Beach County, LLC**
**Coastal Waste & Recycling of St. Lucie, LLC**
**Coastal Waste & Recycling of SW Florida, LLC**
**Nate's Sanitation Services**
**Precision Portables, LLC**

Coastal Waste & Recycling

# "We Are Coastal Waste"

# Our Locations



# 05
# Experience and Technical Information

# Overview

In this section, we will provide an in-depth overview of our team and its organizational structure. We aim to offer transparency and insight into the individuals driving the success of our Cooper City project. Within this segment, you will discover an organizational chart that showcases the hierarchy and roles within our Cooper City team, along with detailed resumes showcasing the extensive experience and qualifications of our key personnel who will play pivotal roles in the Cooper City project. This comprehensive presentation underscores our commitment to assembling a capable and proficient team dedicated to achieving the project's objectives.

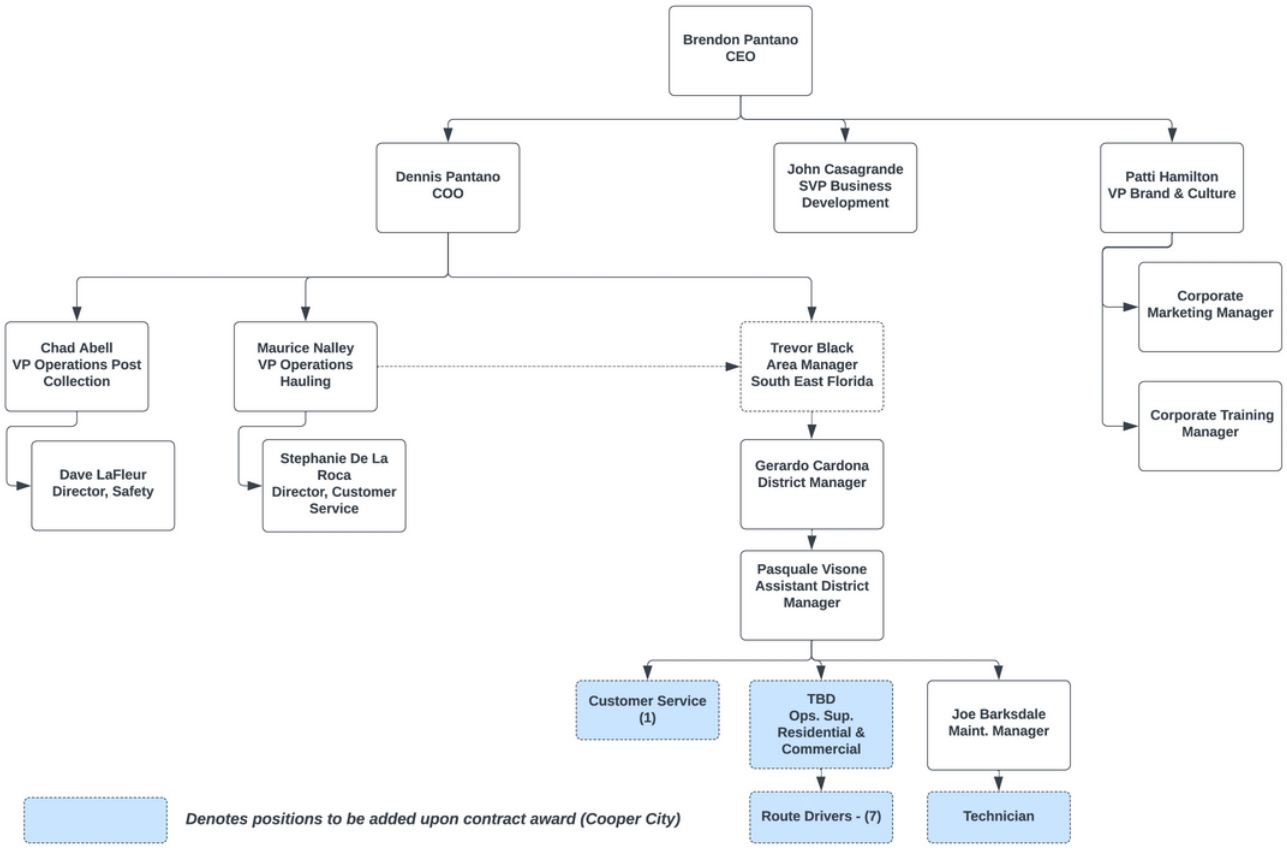
# District Manager and Operations/Route Supervisor(s)

**District Manager:**
Gerardo Cardona, as the District Manager assigned to this contract, will be responsible for managing all technical and administrative aspects related to this Agreement. Cooper City will have direct and prompt communication with Gerardo throughout the duration of the Agreement via phone and email. The District Manager is entrusted with the duty of supervising and ensuring the Contractor's compliance with the performance requirements outlined in this Agreement. **Gerardo played a pivotal role in the transition of Cooper City to automated cart service while employed at Waste Management.**

**Operations Supervisor:**

The Operations Supervisor will directly oversee the Collection Service as outlined in this Agreement. With over 5 years of prior experience in supervising drivers and other employees involved in Solid Waste collection within a community of at least twenty thousand (20,000) single-family Dwelling Units, our Operations Supervisors possess the necessary expertise. Furthermore, all Operation Supervisors will be specifically assigned to handle the City's Commercial Customers. They will have unrestricted access to an automobile or truck between 6:00 a.m. and 7:00 p.m. every day. Throughout the entire duration of the Cooper City Agreement, the Director will maintain direct communication with our Operations Supervisor via telephone and email.

# Organization Chart



# Brendon Pantano

**Coastal Waste & Recycling** **2017 – Present**
*Founder and CEO*

- Expanded the workforce from 15 to over 1,000 employees.
- Scaled the fleet size from 4 to 600 trucks.
- Successfully executed 18 strategic acquisitions.
- Attained the position of Florida's largest independent provider of Construction & Demolition recycling services.
- Secured the position as the second-largest private waste hauler in Florida.
- Secured and managed major franchise contracts, including partnerships with the Town of Davie, the City of Pompano Beach, and the City of North Miami Beach.
- Recognized as a "40 under 40 Honoree" in the industry.
- Assembled a high-performing management team dedicated to cultivating talent, establishing robust systems, and implementing effective processes to drive success.

**Waste Connections, Inc. Seneca Meadows Landfill** **2016 - 2017**
*Landfill Manager*

- Oversaw the operations of the Seneca Meadows Landfill, the largest landfill in the eastern United States, on behalf of Waste Connection, Inc., the third-largest waste service provider in North America.
- Managed day-to-day operations, handling the processing of 10,000 tons daily (2.6 million tons annually) and overseeing revenue generation of nearly $65 million per year.
- Provided direct leadership to a team of six managers while indirectly supervising a diverse workforce of 100 employees.
- Spearheaded facility construction initiatives, including cell development, capping, and infrastructure expansion, managing an annual CAPEX budget exceeding $20 million.
- Achieved a 20% reduction in variable landfill operating costs by optimizing labor expenses, minimizing truck variable costs, and streamlining cover expenses, resulting in annual savings of approximately $1.5 million.
- Implemented innovative approaches to increase landfill gas collection by 30%, elevating the output from 9,000 SCFM to 13,000 SCFM. This was accomplished through the strategic deployment of landfill gas extraction equipment and infrastructure, leading to enhanced revenue from our landfill gas-to-energy facilities.

**Progressive Waste Solution of FL, INC, Miami, FL** **2012 – 2016**
*District Manager PC*

- Oversaw post-collection operations for Progressive Waste Solutions' South Florida Area.
- Managed a network comprising (3) Class I transfer stations with a combined daily capacity of nearly 3,000 tons, (2) materials recovery facilities, including the largest residential single-stream MRF in Miami Dade County, and (2) construction and demolition debris recycling and transfer stations handling 1,000 tons per day, resulting in annual revenues exceeding $50 million.
- Provided direct leadership to a team of 8 managers while indirectly supervising almost 100 employees.
- Successfully obtained permits for substantial expansion of two transfer stations, doubling their daily processing capabilities.
- Secured and maintained major disposal and recycling contracts, serving municipalities including the City of Hialeah, City of Hollywood, City of Miami, City of Miramar, City of Hallandale Beach, and more.
- Led the transformation of the underperforming Miami MRF, which was previously incurring annual losses of over $1 million. Through comprehensive operational analysis, material procurement restructuring, successful bid awards, and a capital infusion, the facility achieved an annual EBITDA of nearly $1 million with impressive 20%+ profit margins, despite challenging commodity market conditions.
- Spearheaded a 125% increase in district revenue within a span of less than 3 years, resulting in EBITDA growth of over fourfold.
- Effectively integrated the Choice Environmental acquisition in late 2012 and early 2013, which included two waste processing facilities.
- Established and implemented comprehensive safety programs district-wide, encompassing Standard Operating Procedures, Site Operating Plans, Task Training, and Near Miss Programs.

- Contributed to the strategic planning and execution of recycling initiatives for the
- Orchestrated and coordinated material transportation logistics for Progressive Waste Solutions' Atlantic Coast Area, overseeing the daily movement of more than 5,500 tons.
- Received the 2014 Company "Shareholder Value Award" on behalf of the area, recognizing exceptional performance and the successful financial outcomes of the Miami MRF project.
- Played an instrumental role in the development of "Corporate Maintenance Standards" as part of the company's team.
- Collaborated with the Corporate Director of Safety and Director of Post Collections to design and launch the company's standard "Site Operating Plan Template."
- Consistently exceeded budgeted District EBIT for three consecutive years.

**Environmental Logistics Services, Bridgewater, NJ** **2007 - 2012**

*VP Operations, ELS-Bridgewater, NJ*

- Directed daily operations for ELS, a prominent, fully integrated, independent, non-hazardous solid waste rail transportation and disposal company in the United States.
- Provided leadership and oversight for a 7,500-ton-per-day (tpd) rail-served landfill, three transfer stations, and New Jersey's largest waste-by-rail trans-loading facility, effectively handling nearly 7,500 tons daily.
- Collaborated with site management to drive the successful execution of landfill expansions, GCCS installations, AMDWR increases, and internal landfill cell development.
- Cultivated robust relationships with local communities and regulatory agencies by actively fostering open lines of communication and participating in community engagement initiatives.

*General Manager, Apex Landfill-Amsterdam, OH*

- Spearheaded day-to-day operations at Apex Environmental, a rail-serviced landfill catering to the extensive New York market, alongside local and long-haul truck customers.
- Held accountability for coordinating the transportation, transfer, and disposal logistics for a landfill processing 7,500 tons per day.
- Provided leadership to a workforce of 85 individuals, comprising 7 supervisors, 2 foremen, and administrative personnel.
- Produced comprehensive financial reports encompassing budgeting and P&L management, including oversight of annual capital expenditures exceeding $8 million.
- Contributed actively to the company's "Cost Cutting Committee," leveraging cost-saving initiatives.
- Ensured strict compliance with all Ohio Environmental Protection Agency (OEPA) rules and regulations to guarantee environmentally responsible operations.

**Regus Industries, LLC, Fostoria, OH** **2005 - 2007**

*VP Operations, ELS-Bridgewater, NJ*

- Oversaw the daily activities, permitting processes, construction projects, and regulatory compliance for a 5,000-ton-per-day landfill and rail unloading operation.
- Successfully assembled and directed a team of 35 personnel, including departmental managers and administrative staff.
- Rectified operational inefficiencies across construction, landfill operations, and rail waste transfer, resulting in improved overall performance.
- Enhanced rail unloading capacity twofold by introducing best practices, providing comprehensive training, and deploying suitable equipment.
- Established and executed a comprehensive fleet management program encompassing heavy machinery, railcars, and all equipment vital to landfill and rail operations.
- Cultivated strong, cooperative relationships with both neighboring communities and regulatory agencies, notably the OEPA (Ohio Environmental Protection Agency).

# Pasquale Visone

**Coastal Waste & Recycling** **2022 – Present**

*Assistant District Manager - Pompano Beach,FL*

- Manage the daily operations of a team comprising five supervisors and three leads, overseeing a workforce of ninety employees responsible for fifty-eight routes.
- Led the new hire onboarding process, ensuring a smooth and efficient transition for incoming employees.
- Monitored and optimized the efficiency and productivity of all vehicles on scheduled routes.
- Maintained an appropriate employee headcount, ensuring an adequate workforce to efficiently execute our route operations.
- *Authorized and managed payroll processing to ensure accurate and timely compensation for the team.*
- Oversees container repair shop across South Florida

**Waste Management**

*District Operations Manager – Pembroke Pines, FL* **2010 -2022**

- Managed container routing across three counties.
- Oversaw daily operations for a team consisting of two supervisors, two Fleet Managers, and four operations clerks, leading a workforce of twenty-five employees.
- Coordinated the routing of commercial containers across three counties.
- Facilitated the relocation of open top containers between various sites.
- Managed container procurement, including obtaining competitive price quotes.
- Ensured the operational readiness of compactors and provided temporary service when necessary.
- Took charge of a transfer station operation.
- Held responsibility for overseeing and supporting three supervisors.

*District Operations Manager – Pompano Beach, FL* **2004 - 2010**

- Managed routing operations across three counties for all containers.
- Oversaw day-to-day operations for a team of fourteen supervisors and two hundred forty employees, coordinating one hundred sixty routes.
- Ensured a safe work environment by conducting weekly OSHA-recordable safety meetings for all employees.
- Managed and maintained employee headcount to guarantee adequate staffing levels for route operations.
- Led the new hiring process, including requisition requests to fill open positions.
- Monitored and optimized the efficiency and productivity of all routed vehicles.
- Approved disciplinary actions, including suspensions and terminations, in accordance with district operations manager guidelines.
- Authorized and supervised new construction enclosures for Broward County to ensure uninterrupted service.
- Approved payroll for all employees to ensure accurate and timely compensation.
- Addressed Collective Bargaining Agreement issues and concerns, actively participating in negotiations.
- Maintained an open-door policy for the district, enforcing a code of conduct for employees.

*Lead Operations Supervisor – Pompano Beach, FL* **2000 - 2004**

- Led the initial dispatch of 240 routes and coordinated the activities of 300 employees every morning.
- Managed a team of 9 supervisors, providing guidance and support in their roles.
- Directed a team of 9 commercial and residential dispatchers, ensuring efficient routing and scheduling.
- Responsible for coordinating employee time off and vacation requests, ensuring optimal workforce management.
- Led the hiring process for drivers and dispatchers, selecting top talent to join the team.
- Managed all disciplinary actions, including suspensions and terminations, in a Collective Bargaining Facility without losing any grievances.
- Oversaw division revenue of $15,000,000 per month, contributing to the financial success of the organization.
- Achieved a perfect score of 100% on the Safety M2Z (Mission to Zero) initiative, demonstrating a commitment to safety in operations.
- Improved route productivity by an impressive 17%, optimizing resource utilization.

- Successfully reduced labor costs by $15,000 per month by implementing cost-ef
- Led efforts to reduce missed pick-ups by 25% per month, resulting in the district receiving a Gold Certification from the corporation for exceptional customer service.

**Waste Management/ USA Waste Pompano Beach** **1987- 2000**

*Route Auditor, Route Supervisor*

- Conducted route audits to identify revenue loss related to unbilled containers.
- Achieved a 15% increase in recycling productivity by optimizing the routing of six trucks.
- Managed 10 routes and oversaw all container traffic tickets for Dade and Broward County.

*Driver*

- Served as a Recycling Driver, servicing over 6,000 customers per week.
- Proficiently operated various types of trucks across diverse lines of business.
- Maintained an accident-free record for a continuous four-year period.

# Dennis G Pantano

Dennis Pantano, as a senior manager, has experience in strategic planning and development of multi-million-dollar, regional solid waste services business operations. He has a proven record of achievement in developing newly acquired companies and projects from start up through profitability.

**Coastal Waste & Recycling** **2020 – Present**
*Chief Operating Officer*

**Casella Waste Systems INC.** **2014 - 2020**
*Western Region Vice President/ NY,VT,PA,NH*

- Managed Fourteen Market Area Managers for thirty-seven locations
- Responsible for eighteen Collection Companies, twelve Transfer Stations, seven Landfills thatv generated annual revenues of $480M.

**Progressive Waste Solutions** **2003 - 2013**
*Regional Vice President/ Senior Area Manager*

- Managed seven Division Managers for twenty-three locations.
- Responsible for nine Collection Company's, four Landfills, six Transfer a
- Managed three rail served Landfills with three rail served Transfer Stations and Collection operations in New York, Massachusetts, Ohio and Connecticut. Generated annual revenues in excess of $100M.

**Waste Management** **1999 - 2003**
*Regional Vice President*

- Managed three Landfills and one Hazardous Waste Landfill and Treatment Facility, nine Collection operations, eight Transfer Stations that transferred approximately 12K tons of waste per day and six Processing Facility's. Generated annual revenues in excess of $750M.

**Browning Ferris Industries (BFI)** **1985 - 1999**
*Market Vice President*

- Managed and directed BFI's entrance, activities and services in the metropolitan NYC area. Worked closely with the Manhattan District attorney's office to liberate regional solid waste industry from Organized Crime Dominance.
- Managed the successful operation of the largest municipal recycling contract with the NYC. Department of Sanitation (DOS

*Vice President/ Division Manager*

- Oversaw all of BFI's operations in the states of NY, CT, and NJ with annual revenues of approximately $350M.

*Vice President/ District Manager (Western NY Area Market)*

- Responsible for all phases of a $250M annual revenue integrated solid waste management companies in Western New York.

*Vice President of Business Development (Northeast Region)*

- Established marketing goals. Analyzed economic conditions, business trends and market potential. Recommended business strategies to achieve profit objectives.
- Critically instrumental in BFI's successful entry into the Regulated Medical Waste collection, transportation and treatment services within the NY, CT, and NJ market area.
- Developed the first commercial, Regulated Medical Waste Treatment Facility in NYS.
- Responsible for permitting, construction and start up of the facility.

*Vice President/ Division Manager (*Dunkirk/Fredonia, NY)

- Managed three solid waste collection and disposal company's day-to-day operations located in Dunkirk/Fredonia/ Olean, NY, and Erie PA.

# Gerardo Cardona

**Coastal Waste & Recycling** **2018 – Present**

*Broward District Manager*

- Spearheaded the collections operations within the Broward Division, offering comprehensive management oversight to route supervisors, dispatchers, operations clerks, drivers, and helpers. This team was responsible for delivering prompt, courteous waste removal services to a diverse customer base, including commercial, roll-off, and residential clients.
- Directed and led staff, including recruitment, training, coaching, and performance management. Developed and communicated supervisory goals and objectives, while proactively resolving safety issues and claims.
- Formulated and executed plans aligned with the Broward Division's strategic and operational objectives. Demonstrated a commitment to enhancing the customer experience, driving growth, ensuring long-term sustainability, and optimizing profitability by championing tactical initiatives.
- Spearheaded efforts to maximize productivity and route management systems for commercial, roll-off, and residential routes, while also establishing productivity targets where necessary. Maintained strict adherence to operating standards and adeptly managed labor hours and disposal expenses.
- Acted as a liaison between customers and local, state, and federal government representatives to address and resolve customer service concerns, ensuring compliance with regulatory standards.
- Implemented a comprehensive safety and accident prevention program aimed at minimizing workplace accidents and injuries. Pioneered initiatives to create a safe and productive work environment for all employees, while maintaining an effective loss control and safety program.

**Waste Connections Inc** **2015 - 2018**

*District Operations Manager*

- Devised and executed procedures and systems to ensure the safety, efficiency, and cost-effectiveness of personnel operations.
- Established and oversaw budgets and operational metrics, driving improvements in profitability, processes, and return on investment.
- Set performance targets, objectives, and service standards for all activities at the site.
- Fostered partnerships with local city, municipal, and county agencies to enhance customer service for WCI, including contract renewals and negotiations.
- Achieved a 50% reduction in Safety Metrics, transforming our district from a red to a green rating.
- Played a pivotal role in securing the Division of the Year award for two consecutive years.

*Site Manager*

**2010 - 2015**

- Managed and oversaw work crews responsible for operating solid waste collection equipment.
- Conducted on-site inspections and audits to enforce proper work protocols among team members.
- Actively engaged in routine Profit and Loss (P&L) assessments to maintain budget adherence, develop strategies for efficient equipment utilization, oversee equipment maintenance, and optimize labor and material expenses.

**Waste Management** **2006 - 2010**

*District Route Manager – **Cooper City, FL***

- Oversaw departmental operations, including staffing, budgets, and financial objectives.
- Developed and implemented streamlined systems and procedures to enhance department efficiency.
- Analyzed and resolved business process issues, driving improved operational effectiveness.
- Managed recruitment, onboarding, and employee orientation.
- Monitored daily operations, adjusting employee assignments and routes as needed.
- Maintained comprehensive records, including employee, company, and DOT logs and reports.
- Conducted on-site inspections of route crews to ensure compliance with work procedures.
- Contributed to elevating the district's safety ranking from the last position to #2 nationwide in M2Z (Mission 2 Zero).

# John Casagrande

**Coastal Waste & Recycling** **November 2021 – Present**

*Senior Vice President, Business Development*

Instrumental in developing the Area strategy to expand Market Share throughout the current Company footprint. Reports to CEO.

- Won the Martin County Bid for the Processing and Recycling of all County Construction and Demolition Debris.
- Awarded Town of Loxahatchee Groves, The Town of Davie, The City of North Miami Beach, and the City of Pompano Beach Solid Waste & Recycling Services Contracts.

**Southern Waste Systems – Sun Recycling** **2013 - 2018**

*Vice President, Business Development*

Began working with the both the hauling and recycling operations to grow both revenues and volumes as well improve returns on existing customers. Reported to the CEO.

- Formulated, assembled, and successfully negotiated the hauling RFP and Bid awards for the City of Delray Beach, Village of Key Biscayne, SWA of Palm Beach Area 4 and City of Miami Beach.
- Won the SWA of Palm Beach bid to supply Supplemental Combustible Waste to REF#2
- Negotiated new disposal/exchange agreements with statewide disposal facilities.

**Waste Management INC. – Atlanta, GA** **2008 - 2012**

*Vice President, Business Development, Southern Group*

Joined the Group staff to centralize and improve logistics and to increase sustainability through diversion of material from the landfills. Reported directly to the Senior VP

**Waste Management INC. – Pompano Beach, FL** **2002 - 2008**

*Market Area Vice President, South Florida Market Area*

- Directed sales, customer service, administrative and accounting functions, and market penetration efforts, exceeding $500M annual revenues.
- Managed truck-fleet operations - waste collection, transportation and disposal, construction, and demolition recycling - for commercial, industrial and residential accounts from Key West to Okeechobee County, with a combined workforce of 1,000+ employees, operating 500 trucks with total responsibility for 3 landfills,6 hauling companies and 10 transfer stations.
- Renegotiated long-term Franchise contract extensions with improved margins for Martin and Okeechobee Counties, The Cities of Parkland, Pompano Beach Dania Beach, Plantation, Coral Gables Key West, Riviera Beach, Jupiter, Wilton Manors, and **Cooper City.**

**Southern Sanitation** **1999 - 2002**

*District Manager*

Promoted by new corporate owners within 6 months based on exemplary work performance, continuous revenue growth and cost reduction initiatives.

- Implemented same day service for roll offline of business and added 10 routes.
- Reorganized Sales and Customer Service Departments, which enhanced local customer service coverage and satisfaction while improving staff work efficiency.

# Maurice Nalley

**Coastal Waste & Recycling** **2021 – Present**

*Area President – South Florida*

- Oversee market strategy, P&L performance, capital allocation, asset utilization, compliance, operations, safety, customer experience and employee engagement.
- Responsible for the operations and financial success of 9 locations contained in the South Florida market with service offerings in both the hauling and post collection lines of business.
- Responsible for developing and implementing procedures and systems for personnel to operate in a safe, efficient, and cost-effective manner.
- Partners with local city, municipal and county agencies to ensure Coastal Waste & Recycling is providing top notch customer service and identifies ways to improve services.

**Republic Waste Services** **2008 - 2021**

*Digital Operations*

- Oversee the transition from a paper-based front-line organization to a fully digital platform with over 800 locations, impacting 23,000 employees.
- Developed a “Go Faster” plan enabling the organization to reduce two years of deployment, resulting in improved benefit realization of just over $2M annually.
- Successfully negotiated the adoption of technology across all our union locations.
- Integrated Video on Demand (VOD) learning infrastructure significantly enhancing the front-line learning experience.
- Re-designed the General Managers Accelerated Program (GMAP) Operations curriculum to now have Capstone deliverables generating real benefits to the organization through the training rotation.

*Director Strategy & Transformation*

- Hand selected by our President to vacate the Southwest Area Director of Operations and manage Republic Services portfolio of initiatives. Restructured our strategic portfolio based on overall profitability, margin contribution and long-term competitive advantage.

*Area Director of Operations*

- Promoted to Area Director of Operations resulting from the City of LA Franchise Conversion. This was identified as the largest franchise conversion in the waste industry and was asked by our COO to lead all operational facets of this transition. Responsible for overall market strategy, P&L performance, capital allocation, asset utilization, compliance, labor relations, operations, safety, customer experience and employee engagement. Responsible for the operations and financial success of 11 hauling companies, eight landfills, five material recovery facilities (MRF’s), and six transfer stations with a workforce of 1,250 employees and fleet size of 1,050 vehicles.

*General Manager*

- Held 360º responsibility for solid waste and recycling business in both franchised and unfranchised markets in Kentucky. $76M/year revenue, 168 employees; operations and facilities spanning 9,000 square miles across Central and Eastern Kentucky.

*Fleet Operations Change Agent*

- Responsible for deploying new cultural directives to various sites on a three-month rotation ensuring local team members became proficient with all materials introduced. While serving as Lead Change Agent for the last 18 months of my assignment, I was able to achieve single digit accident frequency across all locations while also reducing on-hand inventories by an average of $350K.

*Operations Manager*

- Monitored current status vs. budget (P&L s, Cap Ex, KPMs, cash flow, accounts receivable) to gain an understanding of present performance levels vs. target. Created action plans and strategic solutions to ensure margin expansion.

# Trevor Black

**Coastal Waste & Recycling** **2020 – Present**
*Area Manager*

- Collaborated with local city, municipal, and county agencies to enhance Coastal's customer service, identifying opportunities for service improvement.
- Implemented safety measures to ensure compliance with Coastal, DOT, OSHA, and other regulatory standards.
- Developed and executed processes and procedures to optimize personnel operations for safety, efficiency, and cost-effectiveness.
- Collaborated with the Area President to establish short-term and long-term goals and action plans.
- Held P&L and capital responsibility for the District, overseeing budget adherence, equipment utilization, maintenance, labor, and material costs.
- Managed residential contracts and commercial franchises within the District.
- Conducted safety meetings, route observations, and provided coaching to drivers, resulting in improved safety outcomes.
- Conducted reroutes to ensure safe and efficient customer service.

**Waste Connections, Thompsonville, IL** **2019 - 2020**
*Site Manager*

- Drop into a newly acquired site to assess where improvements can be made
- Develop strategic vision for the site to repair lackluster reputation with the customers and community
- Establish individual and team goals to ensure the strategic vision is being met
- Create a dynamic safety culture where the team looks forward to coming to work every day
- Implement operational controls to drive improved, sustainable P&L results

*Assistant District Manager* **2018 – 2019**

- Oversee all facets of business to ensure operations, maintenance, and sales are working synergistically
- Identify and develop team members that could handle more responsibility within the company leading to 3 promotions within 2 months
- Create individual and team goals then delegated responsibility to make sure the goals are achieved
- Hold town hall meetings and site tours to create community awareness about the site
- Overhaul maintenance program to lower the maintenance cost per ton while achieving fleet optimization

*Operations Manager* **2017 – 2018**

- Manage personnel to ensure the site is operating safely and efficiently while remaining compliant with relevant governing bodies
- Perform and monitor monthly forecasting to make sure the site meets or exceeds budget
- Conduct safety meetings and implement SOPs to ensure all employees are working in a safe and productive manner
- Work with senior management to create and execute short & long term goals to keep the site operating at peak performance
- Coach employees to develop their skills in order to create a dynamic culture that fosters success

*Site Manager* **2016 – 2017**

- Perform and monitor monthly forecasting to make sure the site meets or exceeds budget
- Perform environmental audits to ensure the site remains in compliance with relevant governing bodies
- Manage leachate treatment systems to make sure they are being utilized to their maximum potential
- Implement cost cutting measures where applicable to improve the P&L

**Progressive Waste Solutions** **2015 – 2016**
*Accounting Intern*

- Performed fixed asset inventory by site where I corrected multiple inconsistencies in the asset database
- Performed account reconciliations to balance customer accounts

# Stephanie De La Roca

**Coastal Waste & Recycling** **2021 – Present**

*Director of Customer Service*

- Cultivated a customer-centric service team, fostering exceptional experiences by instilling accountability and removing obstacles.
- Formulated and implemented effective customer service procedures, policies, and standards.
- Oversaw the daily operations of a customer service department comprising 10+ employees.
- Spearheaded recruitment and training of new customer service representatives.
- Managed a high volume of incoming calls and emails, ensuring consistently high service levels.
- Evaluated customer service performance through comprehensive call metric analysis and report generation.
- Conducted daily reviews of data entries to maintain precision and accuracy.
- Proactively engaged with residents requiring immediate issue resolution.
- Served as the primary point of contact for municipal liaisons when their involvement was necessary.

**Behavioral Aid Solutions** **2017 - 2020**

*Administrative Assistant – Outpatient Mental Health Counseling*

- Oversaw the operations of the Seneca Meadows Landfill, the largest landfill in the eastern United States, on behalf of Waste Connection, Inc., the third-largest waste service provider in North America.
- Managed an average caseload of 6-10 clients, delivering individual psychotherapy services.
- Conducted weekly group therapy sessions with an average attendance of approximately 8 clients, utilizing tailored activities to enhance their independence and address functional declines.
- Maintained meticulous clinical records, including documentation, assessments, and outcome measures for each client.
- Offered mental health counseling covering a wide range of issues, such as depression, bipolar disorders, anxiety, panic attacks, life transitions, divorce, relationship conflicts, grief and loss, family disputes, parenting challenges, trauma, adjustment difficulties, and anger management.
- Actively participated in weekly individual and group supervision sessions, which included thorough review sessions through video and audio analysis.

**Clarion Inn and Suites Miami International Airport** **2012 – 2017**

*Front Office Supervisor*

- Consistently deliver exceptional customer service while fostering a welcoming atmosphere.
- Provide comprehensive training for new team members, oversee shift operations, and offer guidance and support to front desk staff.
- Supervise daily shift operations to ensure that all front desk agents strictly adhere to standard operating procedures.
- Efficiently address and resolve customer concerns, issues, and problems to maintain a high level of customer satisfaction.
- Proficiently manage PBX equipment, handling incoming calls, setting wake-up calls, enabling Do Not Disturb (DND) mode, and ensuring timely delivery of requested items to in-house guests.
- Implement safety measures by adhering to guest check-in and security protocols, and promptly reporting any suspicious activity to management or the Manager on Duty (MOD).
- Monitor housekeeping reports, verify guest check-outs, and confirm room vacancy status. Address discrepancies between in-house room assignments and system records by taking appropriate actions to reconcile inventory.

*Reservation Coordinator*

- Consistently deliver exceptional customer service while fostering a welcoming atmosphere.
- Responsibly handle all incoming calls, demonstrating attentiveness, courtesy, and efficiency.
- Provide guests with information regarding hotel services, facilities, operating hours, and local attractions.
- Successfully managed room reservations, upsold available options, and coordinated reservations for transportation to the Port of Miami.

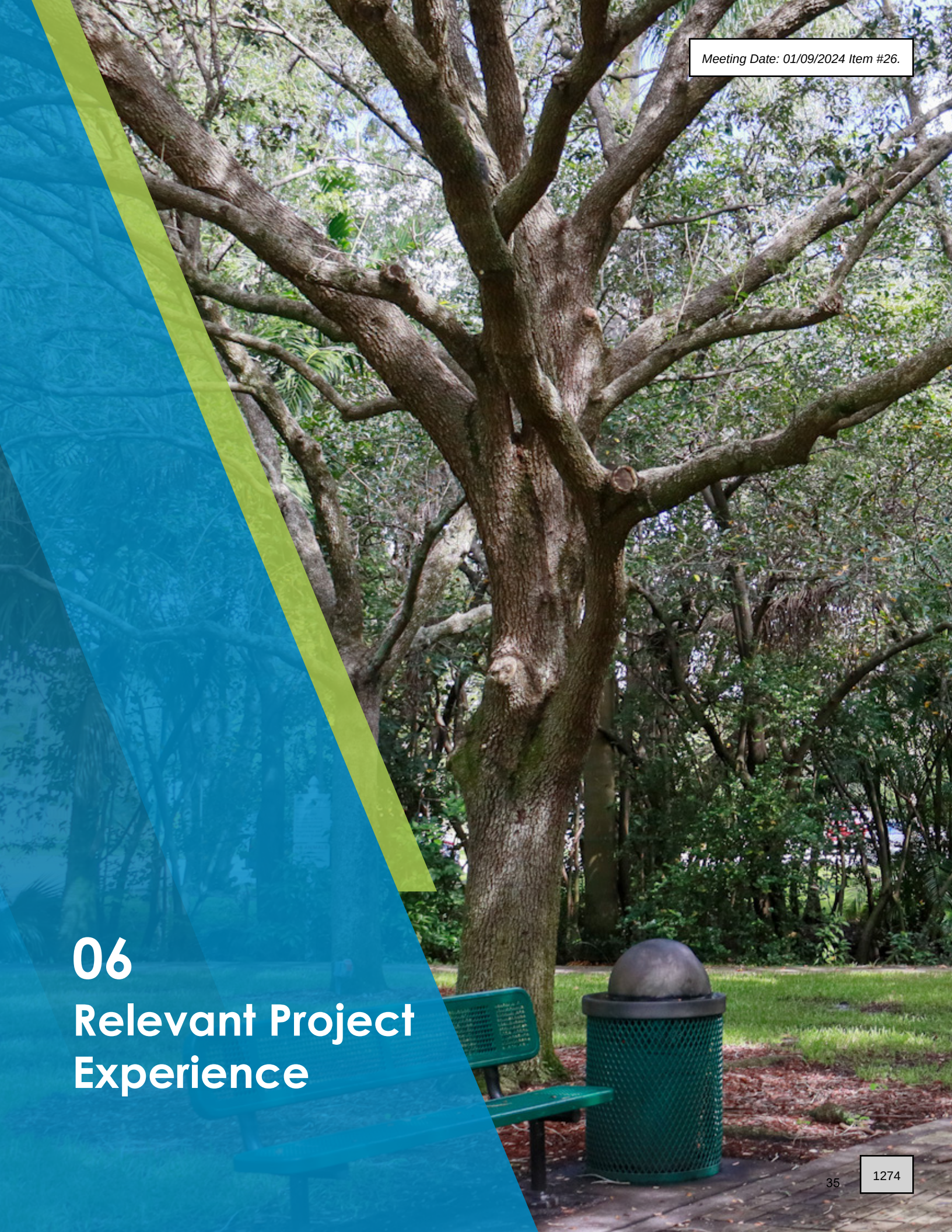
- Collaborate with third-party websites and agencies that offer rooms at contracted rates, ensuring smooth accommodation arrangements.
- Established direct billing relationships with corporate clients reserving multiple rooms, managing payments, assisting with billing documentation, and maintained a monthly room reservation spreadsheet for these companies.
- Accurately record revenue from no-shows, late check-outs, and smoking-related charges on relevant reservations.
- Generated invoices for companies that have reserved multiple rooms daily, maintained organized billing paperwork, and created comprehensive billing packets with individual billing folios for each corporate client.

**Education:**

**Nova Southeastern University** **2018 - 2020**
Masters in Mental Health Counseling

**Florida International University** **2015 - 2017**
*Bachelor of Arts - Psychology*

# Technical Proposal



# 06
# Relevant Project Experience

# Overview

In this section, Coastal Waste and Recycling presents a comprehensive portfolio of prior contractual engagements and references, underscoring our exceptional performance and capacity. This compilation serves to demonstrate our proven track record and aptitude in undertaking projects of the caliber of Cooper City. We have successfully executed projects similar to the scope and complexity of Cooper City's requirements in the past, attesting to our competency and suitability for such endeavors.

## City of Pompano Beach - Residential Multi-family and Commercial – 27,150 homes – Curbside Automated Solid Waste, Recycling and Bulk Collection (Commercial 1.2 million cubic yards.

| | |
|---|---|
| **Contact** | Russell Ketchem, Director of Environmental Services<br>1190 NE 3rd Ave., Pompano Beach, FL 33060<br>(954) 786-4030<br>russell.ketchem@cpbfl.com |
| **Duration** | October 1, 2022 – September 30, 2027, plus two (2) ten-year renewal options |
| **Contact Value** | $33,100,284 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles. |
| **Results** | Twice weekly collection of residential solid waste, weekly yard and bulk, and weekly recycling. Materials are delivered to the designated facility. |

## Town of Davie - Residential Multi-family and Commercial Collection 24,728 homes – Curbside Automated Solid Waste and Monthly Bulk Collection (600,000 cubic yards)

| | |
|---|---|
| **Contact** | Phillip Holste, Assistant Town Manager<br>8800 SW 36th Street, Davie, FL 33328<br>(954) 797-1041<br>pholste@davie.fl.gov |
| **Duration** | June 1, 2021-December 31, 2030, plus three (5) five-year renewal options |
| **Contact Value** | $20,827,911 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles. |
| **Results** | Twice weekly collection of residential solid waste, monthly bulk, and recycling. Materials are delivered to the designated facility. |

## Broward County Municipal Services District - Residential Multi-family and Commercial – 4,700 homes Curbside Automated Solid Waste, Recycling and Bulk Collection (Commercial 43,568 cubic yards year)

| | |
|---|---|
| **Contact** | Andres Conde, Solid Waste Collection Administrator<br>1 North University Dr., Plantation FL 33324<br>aconde@broward.org |
| **Duration** | October 1, 2020 – September 30, 2025 |
| **Contact Value** | $1,631,124 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles. |
| **Results** | Twice weekly collection of residential solid waste, monthly bulk, and weekly recycling. Materials are delivered to the designated facility. |

## City of Ft Lauderdale – Residential Collection – 40,218 homes – Curbside Automated Collection (recycle)

| | |
|---|---|
| **Contact** | Melissa Doyle, Program Manager<br>949 NW 38th St., Fort Lauderdale, FL 33309<br>(954) 828-6111<br>mdoyle@fortlauderdale.gov |
| **Duration** | December 1, 2020 – September 30 2023 |
| **Contact Value** | $1,916,000 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated and semi-automated vehicles. Weekly collection of residential recycling; materials are delivered to the designated |
| **Results** | EOW collection of residential recycling; materials were delivered to the designated facility. |

## Wilton Manors - Provide Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles.

| | |
|---|---|
| **Contact** | David J Archacki, Emergency Management/Utilities Director<br>2020 Wilton Drive, Wilton Manors, FL 33305<br>954 - 390 - 2190<br>darchacki@wiltonmanors.com |
| **Duration** | October 1, 2023 – September 30, 2026 plus (2) 2 year options |
| **Contact Value** | $4,129,800 Annual |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles. |
| **Results** | Twice weekly collection of residential solid waste, weekly yard and bulk, and weekly recycling. Materials are delivered to the designated facility. |

## City of North Miami Beach - Residential Multi-family and Commercial – 8,415 homes – Curbside Automated Solid Waste, Recycling and Monthly Bulk Collection (360,000 cubic yards a year)

| | |
|---|---|
| **Contact** | David Scott, Public Works Director<br>17011 NE 19th Ave. North Miami Beach, FL 33162<br>(305) 947-7581 ext. 7925<br>david.scott@citynmb.com |
| **Duration** | June 1, 2022 – May 31, 2029, plus one (1) three-year renewal option |
| **Contact Value** | $11,075,409 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection with automated, semi-automated and clam shell type vehicles. Commercial collection with front-end loaders and roll-off type vehicles. |
| **Results** | Collections of residential solid waste, bulk, and recycling. Service for residential Is twice a week solid waste, EOW recycling and monthly bulk. Materials are delivered to the designated facility. |

## Miami- Dade County - Residential Collection - 230,284 homes Curbside Automated Collection (recycling) Includes unincorporated Miami - Dade County the followng piggyback municipalities.

El Portal (838 Homes)
West Miami (1,409 Homes)
Medley (359 Homes)
Miami Springs (3,154 Homes)
Miami Beach (5,408 Homes)
Opa Locka (2,041 Homes)
Miami Gardens (18,000 Homes)
Miami Lake (1,548 Homes)
North Bay Village (410 Homes)
South Miami (2,797 Homes)
Virginia Gardens (559 Homes)

| | |
|---|---|
| **Contact** | Achaya Kelapanda, Assistant Director, Solid Waste Department<br>2525 NW 62nd St., Miami, FL 33142<br>(305) 514-6687<br>achaya.kelapanda@miamidade.gov |
| **Duration** | June 30, 2008 – September 30, 2022 |
| **Contact Value** | $6,000,000 Annually (primary provider) |
| **Employees** | Drivers, Mechanics, and Customer Service. Supervisors are responsible for this contract. |
| **Contract Type** | EOW recyclable collection with automated vehicles. |
| **Results** | EOW and weekly collection of residential recycling, materials were delivered to assigned local transfer station. |

## City of Hialeah – Residential Collection – 38,623 homes – Curbside Automated Collection (recycle)

| | |
|---|---|
| **Contact** | Yasmani Diaz, Superintendent of Solid Waste<br>3700 W. 4th Ave., Hialeah, FL 33012<br>(305) 687-2616<br>cityclerk@hileahfl.gov |
| **Duration** | April 1, 2018 – September 30, 2027, plus one (1) four-year renewal option |
| **Contact Value** | $1,060,475 Annually (primary provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | EOW recyclables collection with automated vehicles. |
| **Results** | EOW collection of residential recycling; materials are delivered to the designated facility. |

## City of Oldsmar - Provide Residential, Commercial and Industrial Waste Collection to 4,328 homes - curbside manual solid waste and yard waste, bulk, and automated recycling.

| | |
|---|---|
| **Contact** | Cindy Nenno, Administrative Services Director<br>100 State St. W., Oldsmar, FL 34677<br>(813) 749-1105<br>onenno@myoldsmar.com |
| **Duration** | October 1, 2021 – 2026 plus (2) 5 years renewals |
| **Contact Value** | $2,400,000 Annually |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with automated and rear end load type vehicles. Collection of residential solid waste, bulk, and recycling. |
| **Results** | Service for residential is twice a week for solid waste, weekly recycling and weekly yard waste and bulk. Materials are delivered to the designated facility. |

## Town of Loxahatchee Groves – Provide Residential, and Commercial Waste Collection - 1,535 homes - curbside semi-automated solid waste, recycling, and bulk - in addition to all Commercial Accounts (40,000 cubic yards serviced annually)

| | |
|---|---|
| **Contact** | Francine Ramaglia, Assistant Town Manager,<br>155 F Road, Loxahatchee Groves FL 33470<br>(561) 793-2418,<br>FRamaglia@loxahatcheegrovesfl.gov |
| **Duration** | January 1, 2020 - December 31, 2024 (plus (2) two year renewals) |
| **Contact Value** | $1,150,092 Annually (Primary Provider) |
| **Employees** | Drivers, mechanics, and customer service supervisors are responsible for this contract. |
| **Contract Type** | Residential collection services with semi-automated and clam shells type vehicles. Commercial collection with front end loaders and roll off type vehicles. |
| **Results** | Collection of residential solid waste, bulk, and recycling. Service for residential is twice a week solid waste, weekly recycling and weekly yard waste and bulk, Materials are delivered to the designated facility |

# City of Augusta – Residential Collection – 40,919 homes – Curbside Automated Solid Waste, Recycling and Weekly Bulk Collection. Commercial Collection 150,000 cubic yards)

| | |
|---|---|
| **Contact** | Becky Padgett, Contract Manager Environmental Services<br>4330 Deans Bridge Rd., Blythe, GA 30805<br>(706) 821-1079<br>bpadgett@augustaga.gov |
| **Duration** | October 1, 2013 – December 31, 2025 |
| **Contact Value** | $8,100,000 Annually |
| **Employees** | Drivers, Mechanics, and Customer Service. Supervisors are responsible for this contract. Weekly automated collection of commercial, residential MSW, recycling and bulk waste. |
| **Contract Type** | Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles. |
| **Results** | Weekly collection of all materials are delivered to the designated facility. |

# 07
# Project References

**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. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.***

1. ENTITY/COMPANY NAME: City of Pompano Beach
   ADDRESS: 1190 NE 3rd Ave., Pompano Beach, FL 33060
   CONTACT NAME & TITTLE: Russell Ketchem, Solid Waste Services Director
   TELEPHONE: (954) 786-5516
   E-MAIL (REQUIRED): russell.ketchem@copbfl.com
   CONTRACT PERIOD: FROM: 10/1/2022 TO: 9/30/2027 + two 10 year renewal option

2. ENTITY/COMPANY NAME: Town of Davie
   ADDRESS: 8800 SW 36th Street, Davie, FL 33328
   CONTACT NAME & TITTLE: Phillip Holste, Assistant Town Manager
   TELEPHONE: (954) 797 -1041
   E-MAIL (REQUIRED): pholste@davie.fl.gov
   CONTRACT PERIOD: FROM: 6/1/2021 TO: 12/31/30 + three 5 year renewal option

3. ENTITY/COMPANY NAME: City of Fort Lauderdale
   ADDRESS: 949 NW 38th St., Fort Lauderdale, FL 33309
   CONTACT NAME & TITTLE: Melissa Doyle, Program Manager
   TELEPHONE: (954) 828-6111
   E-MAIL (REQUIRED): mdoyle@fortlauderdale.gov
   CONTRACT PERIOD: FROM: 12/1/2020 TO: 9/30/2023

**This page shall be completed IN FULL and submitted with your bid/proposal.**

pompano beach.
Florida's Warmest Welcome

Environmental Services Department
Russell S. Ketchem
Director of Environmental Services

City of Pompano Beach, Florida
1190 NE 3rd Avenue, Bldg. B., Pompano Beach, Florida 33060
Phone: 954.786.5516 | Email: Russell.Ketchem@copbfl.com

10 July 20223

To whom it may concern,

Re: Letter of reference for Coastal Waste & Recycling Inc.

As Director of Environmental Services and on behalf of the City of Pompano Beach, I submit this letter of recommendation and reference for Coastal Waste & Recycling.

The City of Pompano Beach recently awarded a contract and entered into an exclusive franchise agreement with Coastal Waste & Recycling. The contract began on October 1, 2022. Coastal provides residential solid waste collection twice a week, residential recycling once a week, and residential bulk once a week. In addition, they provide collection to all multifamily and commercial properties up to seven days a week.

Coastal accomplished a seamless transition from the city's previous service provider, who had been servicing the city for nearly the past 48 years.

Coastal had all personal and equipment ready to go on day one. They exchanged over 450 roll off containers and compactors as well as over 3,500 commercial and multifamily containers. During the transition process, and several months into the startup, Coastal scheduled weekly meetings with myself and my staff to review the process and discuss any issues that may have arisen. The entire Coastal team made themselves available whenever the need arose. From the C.O.O. and Sr. VP to the District manager, route managers and customers service supervisor.

Additionally, Coastal Waste & Recycling is already an active participant within the community. They collaborate with the city with awarding scholarships to students and help sponsor local events.

While there are times that an issue arises, the Coastal team responds quickly and effectively.

In short, Coastal has stood behind and delivered on every promise. Should you have any questions, please do not hesitate to give me a call.

Respectfully,

Russell S. Ketchem
Director of Environmental Services

ADMINISTRATION DEPARTMENT
8800 SW 36TH STREET • DAVIE, FLORIDA 33328
PHONE: 954.797.1034 • FAX: 954.797.2061 • WWW.DAVIE-FL.GOV

June 22, 2023

John Casagrande
VP Business Development
Coastal Waste and Recycling
2481 NW 2nd Avenue, Boca Raton, FL 33431

**RE: Town of Davie's Successful Partnership with Coastal Waste & Recycling**

To Whom It May Concern,

In June 2021, the Town of Davie (Town), a municipality of 107,000 residents and over 5,500 businesses transitioned from a prior long-serving solid waste company to Coastal Waste & Recycling (Coastal) as our solid waste provider. The transition was intricate in that it included an overall change in services including waste collection service days, bulk pickup days, new residential solid waste containers, new service days for the business community, and new policies for the solid waste program. Nevertheless, Coastal was able to complete a successful transition and has continued to meet and exceed the Town's performance expectations.

A transition of this magnitude took a lot of time, planning, and most importantly, a partner organization that was invested in ensuring that the process was carried out seamlessly. In so doing, benchmarks and goals were set to ensure that the impact on the community was minimal. As such, several months prior to the transition, Coastal and Town personnel met on numerous occasions to discuss the new routes, bulk maps, Town service areas, garbage container swap-outs, adjusting the commercial/business containers, and most importantly, communication with the community.

For the past two years, the collective goals instituted have provided the framework for the successful partnership between the Town and Coastal. The designated contacts for the respective solid waste fields including residential, commercial, and billing have proven time and time again to be helpful in resolving customer issues. Another key element that we have seen really drive the community's positive interaction with Coastal is the consistency in addressing concerns promptly.

The designated Coastal route managers, drivers, and customer service teams have continually provided enhanced service and customer-facing experiences in the community which are vital when establishing positive connections with our community.

Coastal's proactive approach to providing exemplary services and addressing the solid waste needs in the community is evident in the way they carry out business day-to-day.

The Town is proud of our partnership with Coastal and looks forward to our continued relationship that benefits the residents and businesses of Davie.

Should you have any questions or need to dialogue further, do not hesitate to contact me at pholste@davie-fl.gov or 954-797-1041.

Sincerely,

Phillip R. Holste
Assistant Town Administrator/CRA Director

CITY OF
FORT LAUDERDALE

July 7, 2023

*RE: Letter of recommendation for Coastal Waste & Recycling of Florida, Inc.*

To Whom It May Concern:

Coastal Waste and Recycling of Florida, Inc. (Coastal) provides curbside recycling service to the City of Fort Lauderdale under contract 12412-803 *Curbside Residential Recycling Services*. This contract has been in effect and in good standing since December 1, 2020.

Under contract 12412-803 *Curbside Residential Recycling Services*, Coastal provides once weekly curbside recycling service to more than 38,000 Fort Lauderdale properties. Included in their service are all cart shop related activities, including cart deliveries, repairs, exchanges and removals. Coastal has proven themselves to be an incredible service partner. Their missed pick-ups are extremely low- with less than 10 being recorded monthly. Additionally, they provide cart services typically within 48 hours of a request being made, exceeding their contractual obligation to provide services within 5 days.

Coastal transitioned services in December 2020 from an under-performing incumbent vendor. Not only were they successful in cleaning up what was incomplete behind this vendor, but they also successfully rerouted the City from a 6-day per week schedule to 5-days per week. The local management team was instrumental in this successful transition, reaching out to staff daily to make sure any issues were addressed immediately before they became larger problems.

Coastal has been a valued partner during normal operations as well as in times of emergency such as tropical storms, hurricanes and recent flooding events. They have extended their commitment by participating in community events, like the annual Big Toy and Truck Show, where they distributed children's "recycle driver" shirts and provided other giveaways to children as a means to reinforce the importance of recycling and truck safety.

From transparent communications, to going the extra mile in delivering carts that have been swept away during storm events, Coastal simply rolls up their sleeves and gets to work. There are no excuses. There are no extraordinary asks. They simply get the job done.

Should you have any questions, please contact me at mdoyle@fortlauderdale.gov or (954) 828-6111.

Sincerely,

Melissa Doyle

Division Manager- City of Fort Lauderdale

Public Works Department
**SOLID WASTE AND RECYCLING SERVICES**
1 N. University Drive, Suite 400 - Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

**Date:** July 7, 2023

**To:** Whom it may concern

**From:** Andres Conde, Solid Waste Collections Administrator

**Subject:** Letter of Recommendation for Coastal Waste & Recycling

I am writing on behalf of Coastal Waste & Recycling who has been our solid waste and recycling service provider since April 2020. Coastal provides solid waste, recycling and bulk collection services to over 4,000 residential units and approximately 200 commercial customers throughout the Broward Municipal Services District (unincorporated areas of Broward County). To date, we are very pleased with the services Coastal has provided.

The transition from the previous service provider to Coastal was seamless. There were no interruptions in collection services. The Coastal team was well prepared and did an excellent job. At the commencement of the contract, a new residential solid waste, recycling and bulk collection schedule was introduced which streamlined operations. The new schedule reduced time, traffic and the overall carbon footprint of the Broward Municipal Services District. Coastal's customer service related to responding to complaints, delivering carts, or making themselves available for special, last minute service requests is invaluable. As of this letter, they are timely, responsive and display a notion of customer care. Even as Coastal continues to grow, our services continue to be exceptional.

Coastal's professionalism and customer service is greatly appreciated.

Thank you,

ANDRES CONDE
Digitally signed by ANDRES CONDE
Date: 2023.07.07 15:43:43 -04'00'

Andres Conde - Solid Waste Collections Administrator
Broward Municipal Services District

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA E. ALOU, ESQ.
VILLAGE MANAGER

MAYOR OMARR C. NICKERSON
VICE MAYOR LUIS M. PIRELA
COUNCILPERSON ANDERS URBOM
COUNCILPERSON ANNA LIGHTFOOT-WARD
COUNCILPERSON DARIAN MARTIN

July 7, 2023

**Letter of Recommendation Coastal Waste and Recycling**

To Whom It May Concern:

As the Village Manager of the Village of El Portal, I write this letter of recommendation for Coastal Waste and Recycling (Coastal). Coastal was selected by the Village after a competitive bid in July 2021.Coastal, as the recycling contractor with Miami Dade County, has also been the Village of El Portal's recycling service provider for the past several years. With our account manager, Eileen Damaso, we have conducted several community education programs with our Village Council and Administration and provided special circumstances assistance to our residents. We have worked well with Coastal Waste and Recycling to address emergency conditions, special requests made by our residents, and keeping the Village of El Portal beautiful. The Village has been very happy with Coastal' s service and customer service.

I welcome any questions you may have regarding Coastal Waste and Recycling.

Sincerely,

Christia E. Alou, Esq.
Village Manager

# 08 Equipment & Facilities

# Overview

Coastal's Pompano Beach facility – where Cooper City Franchise Agreement will be operated from – currently maintains a fleet of approximately 150 vehicles, consisting of residential automated side loaders, commercial front loaders, rear loaders, roll-off trucks, scout vehicles, maintenance vehicles, transfer trucks, and trailers, and container delivery trucks. Coastal also houses its commercial and multi-family containers, as well as all residential carts, from this facility. In addition to housing equipment for the Cooper City Franchise Agreement, Coastal's Pompano Beach facility would also be where our expert team of customer service representatives would manage customer relationships. All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. Coastal ensures all vehicles meet all specifications set forth in the RFP and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations.

***Coastal's commitment to a seamless transition has informed its decision to procure all collection vehicles well in advance such that they are available to deploy ahead of the operations start date. Vehicles will be new or no older than a 2022 model year. All commercial, and multifamily containers and compactors will be new and deployed according to the container management plan described in this section.***

# Our Locations in Broward County

## Broward Hauling – East

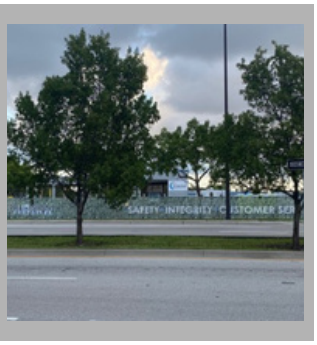
3900 NE 10th Way
Pompano Beach, FL 33064

Size: 8 Acres

## Broward Hauling – West

2407 Hammondville Road
Pompano Beach, FL 33069

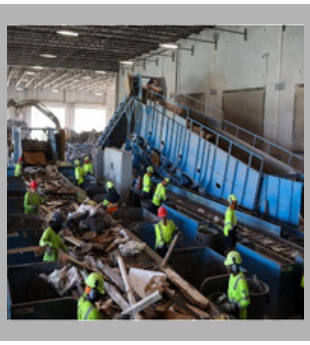
Size: 6.5Acres



## Broward – MRF

1840 NW 33rd Street
Pompano Beach, FL 33064

Size: 5 Acres



## Broward – Recycling

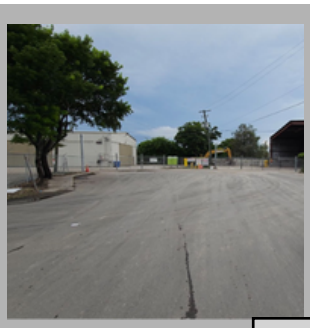
2281 NW 16th Street
Pompano Beach, FL 33069

Size: 7.5 Acres

## Broward – Transfer

7060 SW 22nd Court
Davie, FL 33317

Size: 2 Acres



# Vehicles

Coastal's frontline collection equipment which will be assigned and dedicated exclusively to this Cooper City contract is indicated in the Equipment List below. **These vehicles are all in our inventory today ready to start for April.** Coastal maintains a spare or reserve fleet of 15 to 20 percent at any given time. Our spare fleet is meticulously maintained, just as the frontline fleet is, to assure readiness in case of frontline vehicle downtime. The City can rest assured that the equipment placed into service on its contract is maintained per manufacturer standards by our team of highly experienced maintenance personnel. Collection vehicles are also washed weekly.

| Truck # | Year | Vin # | Type | Brand | Body | Make | Tag | |
|---|---|---|---|---|---|---|---|---|
| 113823 | 2023 | 1M2LR2GCXPM006546 | ASL | MACK | LABRIE | LR | PWQ0243 | MSW |
| 113923 | 2023 | 1M2LRGC7PM006620 | ASL | MACK | LABRIE | LR600 | PWP6109 | MSW |
| 114023 | 2023 | 1M2LR2GC2PM006511 | ASL | MACK | LABRIE | LR | PWQ5303 | MSW |
| 114123 | 2023 | 1M2LR2GC8PM006576 | ASL | MACK | LABRIE | LR | PWW7518 | MSW |
| 114223 | 2023 | 1M2LR2GC9PM006540 | ASL | MACK | LABRIE | LR | PWQ0243 | Recycling |
| 114323 | 2023 | 1M2LR2GC0PM006605 | ASL | MACK | LABRIE | LR | PWV8392 | Recycling |
| | | | | | | | | |
| 410722 | 2022 | 3BPDLK0X4NF113010 | FEL | PETERBILT | McNeilus | 520 | P4493G | Commercial |

**Collection Vehicles & Carts – Additional Information**

Onboard technology and how that interacts with our office systems is included in Section 9 – Operational Plan.

Coastal Waste will warehouse the residential and commercial carts at the facility in Pompano Beach.

# Collection Methodology

## Automatic Side Loader + Carts - Primarily Residential

**Materials Collected:** Garbage + Recycling Collection

2022 or newer Peterbilt/Labrie

- Sierra Containers
- 28 yards

## Roll Off + Debrис Boxes/Compactors - Commercial/Industrial/Residential

**Materials Collected:** Construction + Demolition

2022 or newer Peterbilt/GALFAB

- Builtrite Containers

## Front End Loader + Dumpsters - Commercial/Multi-Family

**Materials Collected:** Garbage

2022 or newer Peterbilt/McNeilus

- Builtrite Containers
- 32 Yard

# Collection Methodology

## Grapple

**Materials Collected:** Residential Bulk

2023 Peterbilt/GALFAB

- Builtrite Containers
- 27 yard

## PickUp Truck

- A supervisor will be given a pickup truck with a container and cart dumper on the back of the truck to help recover any missed pickups.
- Route Supervisors, in company- issued vehicles, dressed in easily identifiable logo bearing shirts are in the field during collection hours to monitor and support team members on the trucks,

SIERRA CONTAINER GROUP

# SIERRA SERIES
## Rollout Carts

## The Sierra Line of Rollout Carts

Has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organic collection programs

- Our injection proccess uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long term effects of the sun
- Manufactured with **prime resin**
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability

## Key Features & Colors

- ✓ *10" Quick Release Wheels with Integrated Spacers*
- ✓ *Quick Release Wheels make handling swaps and exchanges a simple task*
- ✓ *Multiple Lid Handles & Touchpoints*
- ✓ *Large open handle areas for easy gripping with gloves*

*Colors above are for illustration purposes only, color chips and custom colors are available u request*

SIERRA CONTAINER GROUP

# 95 & 65 Gallon Unive Carts For Type B/G (Semi & Fully) Automated Lifters

## Branding - Highlights

*Large 9.5"W x 7.5" H branding area for your company logo*

*Bottom wear strips for added protection*

*8"x7" or 11"x6" In-Mold Label or Hot Stamp in Zone A*

*Standard Lid Insert or Hot Stamp in Zone B*

*8"x7" or 11"x6" In-Mold Label or Hot Stamp in Zone A*

*Standard Lid Insert or Hot Stamp in Zone B*

## Specifications

| Dimension | 95 Gallon | 65 Gallon | Certifications/Warranty |
|---|---|---|---|
| Length (Depth) | 33.5" | 27.75" | 10-year warranty on both 95 & 65 Gallon Models |
| Width | 28.00" | 25.00" | |
| Height w/ Lid | 44.25" | 41.75" | 20-year life expectancy, designed for the most rigorous movement |
| Height w/out Lid | 41.00" | 38.5" | |
| Wheel Diameter | 10" Diameter | 10" Diameter | |
| Axle | 3/4" Diameter | 3/4" Diameter | Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60) |
| Load Rating | 332.50 lbs | 227.50 lbs | |
| Assembled Weight | 35.00 lbs | 30.00 lbs | |
| Units Per Stack | 12/13 | 12 | |
| TL Quantity (53') | 648/702* | 816* | 100% Recyclable |
| Assembly Required | Snap On Wheels & Axles Only | | |

# 35-GALLON B SERIES ROLLOUT CART

**Collect great reviews from a cart you trust with proven decades of service.**

SCHAEFER delivers the durability you need with features your customers want. Keep your customers loyal and let SCHAEFER make your cart program a success.

**schaeferwaste.com**

SSI SCHÄFER

## BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility

## BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Extra wall thickness in bar area for durability

- Reinforced, in-molded upper attachment for cart tippers
- In-molded support ribs for added strength

## LIDS / HANDLES

- Overlapping lip for rain protection
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions

## WHEELS & AXLES

- 7/8" solid wheel axle made of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion

## BOTTOM

- In-molded toe hold to ease tilting of loaded cart
- Dual 3/8" wear strip for longer life

## OUTSIDE DIMENSIONS

| Order # | 1 TOTAL HEIGHT | 2 BODY HEIGHT | 3 WIDTH | 4 DEPTH | 5 WHEEL DIAMETER | LOAD RATING ↓ | TRUCKLOAD QUANTITY |
|---|---|---|---|---|---|---|---|
| USD 35B | 38.2 | 35.8 | 22.8 | 22.3 | 8 | 125 lbs. | 1008 |

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

**INJECTION MOLDED MANUFACTURING, MANAGED ASSEMBLY & DISTRIBUTION, AND COMPREHENSIVE FLEET SERVICES**

## COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid

| BLUE | NAVY | GREEN | DARK GREEN |
|---|---|---|---|
| CL.BLU.1 | CL.NVY.1 | CL.GRN.1 | CL.DGN.1 |

| BROWN | DARK BROWN | GRAY | BLACK |
|---|---|---|---|
| CL.BRN.1 | CL.DBN.1 | CL.GRY.1 | CL.BLK.2 |

## MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

**Proud supporters of:**

National Waste & Recycling Association

Environmental Research & Education Foundation

Sourcewell Awarded Contract Contract #041217-SFR

**www.schaeferwaste.com**
Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART

SSI SCHÄFER

BUILT RITE REFUSE EQUIPMENT LLC

## Product Spec Sheet

# FRONT LOAD DUMPSTERS

Built Rite Front Load containers are built to last. We use first grade material and ensure our standard line of containers provides all the options that today's haulers demand. Features like a full blunderbuss, true bumpers, full length gussets, heavy gauge top rails, and industrial primer in every nook and cranny mean longer trouble free container life. Containers 4 cubic yards and smaller come in a nestable design to reduce transportation costs and minimize required storage space. We also offer custom manufacturing to meet your specific requirements.

**FRONT LOAD CONTAINER SPECIFICATIONS**

| SIZE/TYPE | 2 /SLANT | 4 /SLANT | 6 /SLANT | 8 /SLANT |
|---|---|---|---|---|
| Floors | 10 Gauge | 10 Gauge | 10 Gauge | 10 Gauge |
| Walls | 12 Gauge | 12 Gauge | 12 Gauge | 12 Gauge |
| Top Rails | 10 Gauge Formed "G" Channel | 10 Gauge Formed "G" Channel | 10 Gauge Formed "G" Channel | 10 Gauge Formed "G" Channel |
| Lift Pocket | 10 Gauge | 10 Gauge | 10 Gauge | 10 Gauge |
| Blunderbuss - Full | Three Sided - 7 Gauge | Three Sided - 7 Gauge | Three Sided - 7 Gauge | Three Sided - 7 Gauge |
| Lift Pocket Gussets | Full Length "No Step" Top & 3 Triangle Bottom | Full Length "No Step" Top & 3 Triangle Bottom | Full Length "No Step" Top & 3 Triangle Bottom | Full Length "No Step" Top & 3 Triangle Bottom |
| Lids Ears | 7 Gauge | 7 Gauge | 7 Gauge | 7 Gauge |
| Bumper | 7 Gauge "V" rib | 7 Gauge "V" rib | 7 Gauge "V" rib | 7 Gauge "V" rib |
| Floor Support / Channel | 2 Full Length Formed Channels – 3" High – Capped | 2 Full Length Formed Channels – 3" High – Capped | 2 Full Length Formed Channels – 3" High – Capped | 2 Full Length Formed Channels – 3" High – Capped |
| Plastic Lids | Reinforced Lids | Reinforced Lids | Reinforced Lids | Reinforced Lids |
| Drain Plugs | 1 1/2" Diameter Plastic | 1 1/2" Diameter Plastic | 1 1/2" Diameter Plastic | 1 1/2" Diameter Plastic |
| Catchment Rounded / Dimensions L x W x H | 72"x 38"x 41" | 72"x 56"x 58" | 72"x 71"x 68" | 72"x 82"x76" |
| Nominal Weight | 500lbs. | 765lbs. | 955lbs. | 1160lbs. |
| Truck Load Quantities 48' Flat Bed / Drop Deck | 48/53 | 20/25 | 12 | 7 |

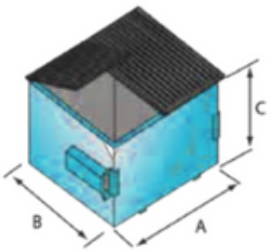
3545 NW 51ST ST
MIAMI,FL 33142

WWW.BUILTRITE.COM

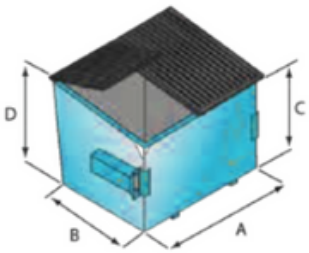
EMAIL: SALES@BUILTRITEREFUSE.COM
PHONE: (786) 817-2978

BUILT RITE REFUSE EQUIPMENT LLC

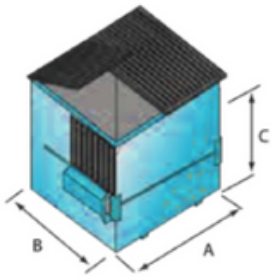
# Product Spec Sheet
# FRONT LOAD DUMPSTERS



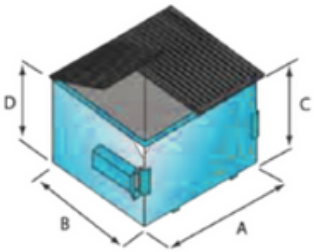
2 YARD BOX



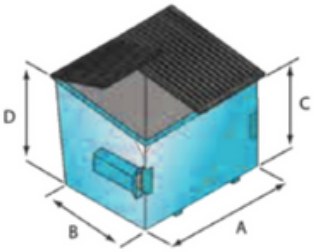
2 YARD SLANT



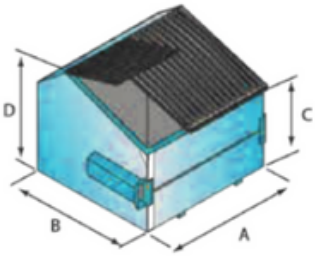
4 YARD BOX



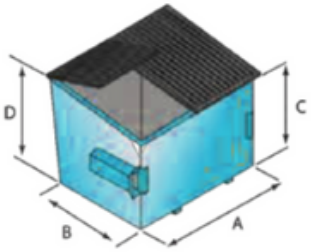
3 YARD BOX



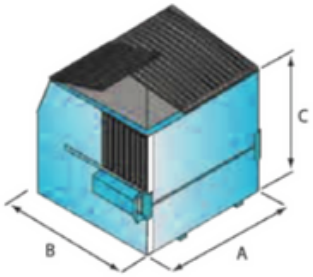
3 YARD SLANT



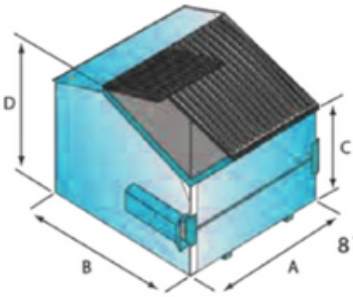
6 YARD SLANT



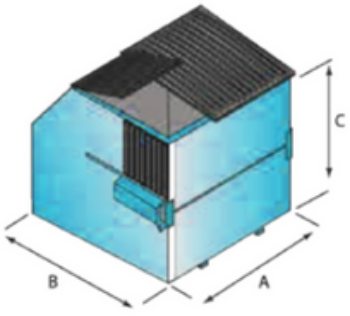
4 YARD SLANT



6 YARD BOX



8 YARD SLANT



8 YARD BOX

| NOMINAL DIMENSIONS IN INCHES | | | | |
|---|---|---|---|---|
| | WIDTH | DEPTH | FRONT HEIGHT | BACK HEIGHT |
| 2 Cubic Yard Box | 72 | 38 | 41 | 41 |
| 2 Cubic Yard Slant | 72 | 35 | 37 | 45 |
| 3 Cubic Yard Box | 72 | 41 | 48 | 48 |
| 3 Cubic Yard Slant | 72 | 42 | 46 | 52 |
| 4 Cubic Yard Box | 72 | 56 | 50 | 50 |
| 4 Cubic Yard Slant | 72 | 56 | 50 | 58 |
| 6 Cubic Yard Box | 72 | 66 | 64 | 64 |
| 6 Cubic Yard Slant | 72 | 68 | 50 | 68 |
| 8 Cubic Yard Box | 72 | 75 | 73 | 73 |
| 8 Cubic Yard Slant | 72 | 82 | 50 | 76 |

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# 09 Operational Plan

# Overview

Coastal's approach to providing services to the City is centered around a well-structured Operation Plan. This plan includes preliminary route boundary maps and is subject to updates and finalization after the effective date of the Franchise Agreement, with a detailed description of the transition steps to ensure a seamless process between contractors.

In line with the Franchise Agreement and the City's mission and sustainability goals, Coastal commits to responsibly managing materials throughout the collection process. They will provide all necessary resources for garbage and recyclable material collection, yard waste, and bulky item pickup from residential/cart customers.

Coastal's dedication to promoting materials diversion programs, such as recycling and bulky item collection, is evident through an ongoing public education program developed in collaboration with Cooper City. They have the resources and capabilities required to provide top-quality services to both residents and businesses in the City.

The organization of this plan aligns with the RFP's provided structure, and Coastal's robust capital, logistical, and technical resources are supported by their financial strength, as detailed in Section 11 – Financial Resources. Collectively, Coastal is confident that the City will recognize them as a serious and capable contender for this contract.

For residential routes, automated collection vehicles with a professionally trained driver are used, and these routes operate from Monday through Saturday. Bulk routes involve a driver, no helper.

In the case of commercial routes, one professionally trained driver is responsible for operations. Spotters are deployed for nine stops with restrictive or challenging conditions to enhance safety measures. The route design prioritizes eight-hour workdays to maximize efficiency and prevent driver burnout.

# Collection Plan

**Collection Plan Components**
The Collection Plan components described herein pertain to the collection services detailed in the RFP documents, most particularly the details contained in the Franchise Agreement – Contractor's Specific Collection Services. Coastal acknowledges its understanding of the services to be provided under this Agreement vis-à-vis the following recap. Certain of these tasks may be further described where Coastal believes it beneficial to the City to understand its typical way of rendering or approaching a particular service.

## Residential Collection Services

Coastal will dedicate our own employees and deploy our own equipment to perform the services as described as follows **without the use of any subcontractors.**

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) are limited to 6 cubic yards per customer (residential unit) per month.

In addition to the current service, Coastal is also prepared to offer the service options requested by the City for bulk. If the City selects to provide Bulk collection in accordance with one of the options below, Coastal may require the use of a subcontractor.

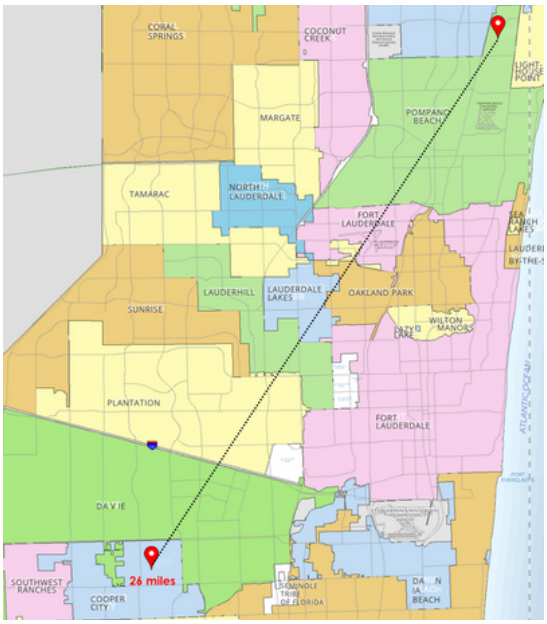
- Option A - Bulk Service 1x/week on Mondays only for up to 6 cubic yards.
- Option B - Bulk Service every other month for up to 10 cubic yards.
- Option C - Bulk Service provided quarterly for up to 15 cubic yards.

## Multi-Family Collection Services

- Standard collection services provide containers for the collection of commercial and multifamily solid waste. Coastal will deliver all brand-new containers to all of these customers. We will work with your current provider to ensure a smooth transition, and that no property is ever without its container. It is important to note that we have transitioned 4 Municipalities with exclusive franchise agreements from your current provider in the last 2 years. All container exchanges have been seamless.

| Cooper City Residential Collection | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| G - Garbage | R - Recycling | Y - Yard Waste | | | | | | | | | | |
| **Route Details** | **Monday** | | **Tuesday** | | **Wednesday** | | **Thursday** | | **Friday** | | **Saturday** | |
| | **# Units** | **Waste Streams** | **# Units** | **Waste Streams** | **# Units** | **Waste Streams** | **# Units** | **Waste Streams** | **# Units** | **Waste Streams** | **# Units** | **Waste Streams** |
| **Route-ASL** | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G |
| **Route-ASL** | 850 | R | 850 | R | 850 | R | 850 | R | 850 | R | 850 | R |
| **Route-ASL** | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G |
| **Route-ASL** | 850 | R | 850 | R | 850 | R | 850 | R | 850 | R | 850 | R |
| **Route-ASL** | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G |
| **Route-ASL** | | | | | | | | | | | | |
| **Route-ASL** | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G | 900 | G |
| **Totals** | **# Units** | **Loads** | **# Units** | **Loads** | **# Units** | **Loads** | **# Units** | **Loads** | **# Units** | **Loads** | **# Units** | **Loads** |
| **Garbage** | 4 | 2 | 4 | 2 | 4 | 2 | 4 | 2 | 4 | 2 | 4 | 2 |
| **Recyclables** | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 |

# Customer Service




**48**
**Avg. Speed to Answer (in seconds)**

**.10%**
**Abandonment Rate**

## Our Core Value

***Committed to being the industry leader in customer service. Going the extra mile for the customers that have allowed us to serve them.*** *Our Pompano Beach-based Customer Service call center is operated by a knowledgeable team of locals who are well-acquainted with Broward County. By utilizing local phone numbers, the City won't have the added concern of authorizing remote locations.*

### Phone #'s
We will have a dedicated phone number for Cooper City

### Call Routing
Routed to unique queues based on the type of call. All calls are classified by reason.

### Staff Location
We are **a local team** based out of Pompano Beach

### Language
We provide solutions in Spanish, Creole & Portuguese

### Accountability
Call response will vary based on call type. We are excited to provide monthly reporting on this.

### Empowerment
Our non-punitive infrastructure supports our representatives in making decisions with the customer at the forefront of everything we do.

# Customer Service

As previously mentioned, customer service is not merely a department or function at Coastal. It is the only thing the Company has to offer, being in the highly transactional waste services industry. As a precursor to the discussion points the City's RFP requires us to addressed herein, it is an important point to note that all employees, not just those answering customer phone calls and email inquiries, receive customer service coaching throughout the year.

Cooper City will have a direct line to a dedicated customer service representative, the direct phone number of the Operations Manager assigned to the contract, and its own monitored email address for sending City requests.

This proposal addresses the items the City has asked for:

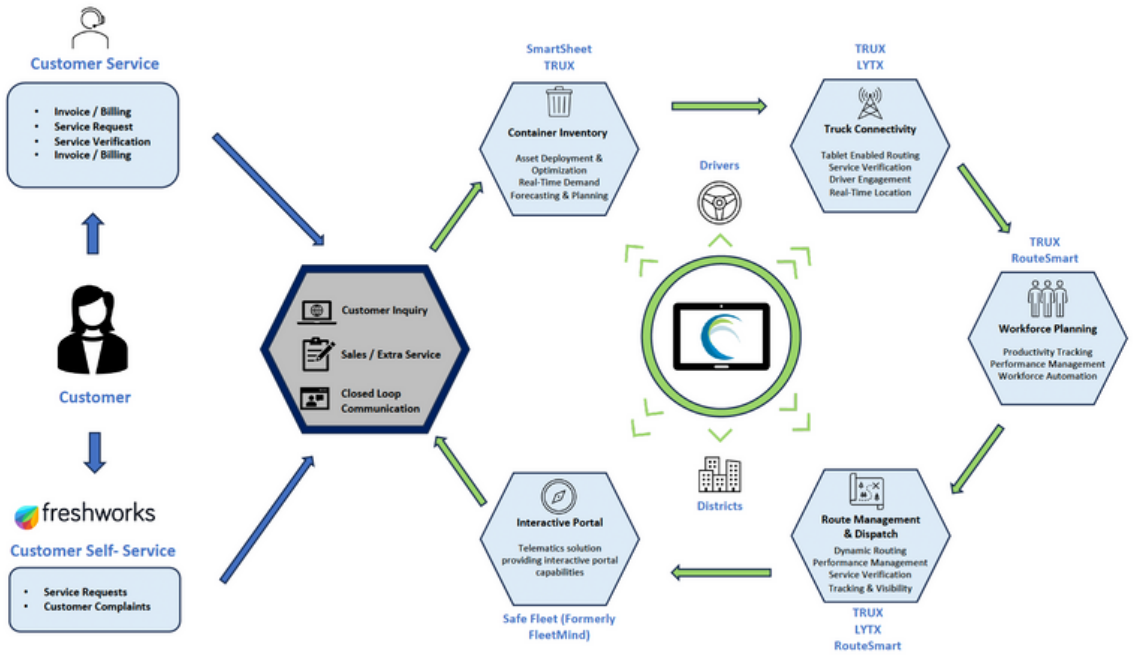
- Real-Time Web-based system for receiving, verifying, tracking, and resolving customer complaints
- Web-based system for handling requests for service
- GPS, video camera, and other systems for monitoring its services
- Complaint Types

To understand the technology Coastal uses, as an overview, please see the infographic below which shows the functionality of each component and how they relate, followed by a brief narrative corresponding to the City's requirements, outlined in the paragraph above.

Coastal has invested in state-of-the-art, real-time technology to ensure our drivers have all the necessary tools and the management team can efficiently and effectively manage the process to perform at the highest level. Each technology has a distinct purpose:

- TRUX - Used to locate every residential address.
- LYTX - Driver dashboard, intelligence.
- FleetMind - Manages Carts, Records Videos, live GPS.

### *Systems Support Infrastructure and Interdependent Relationships*



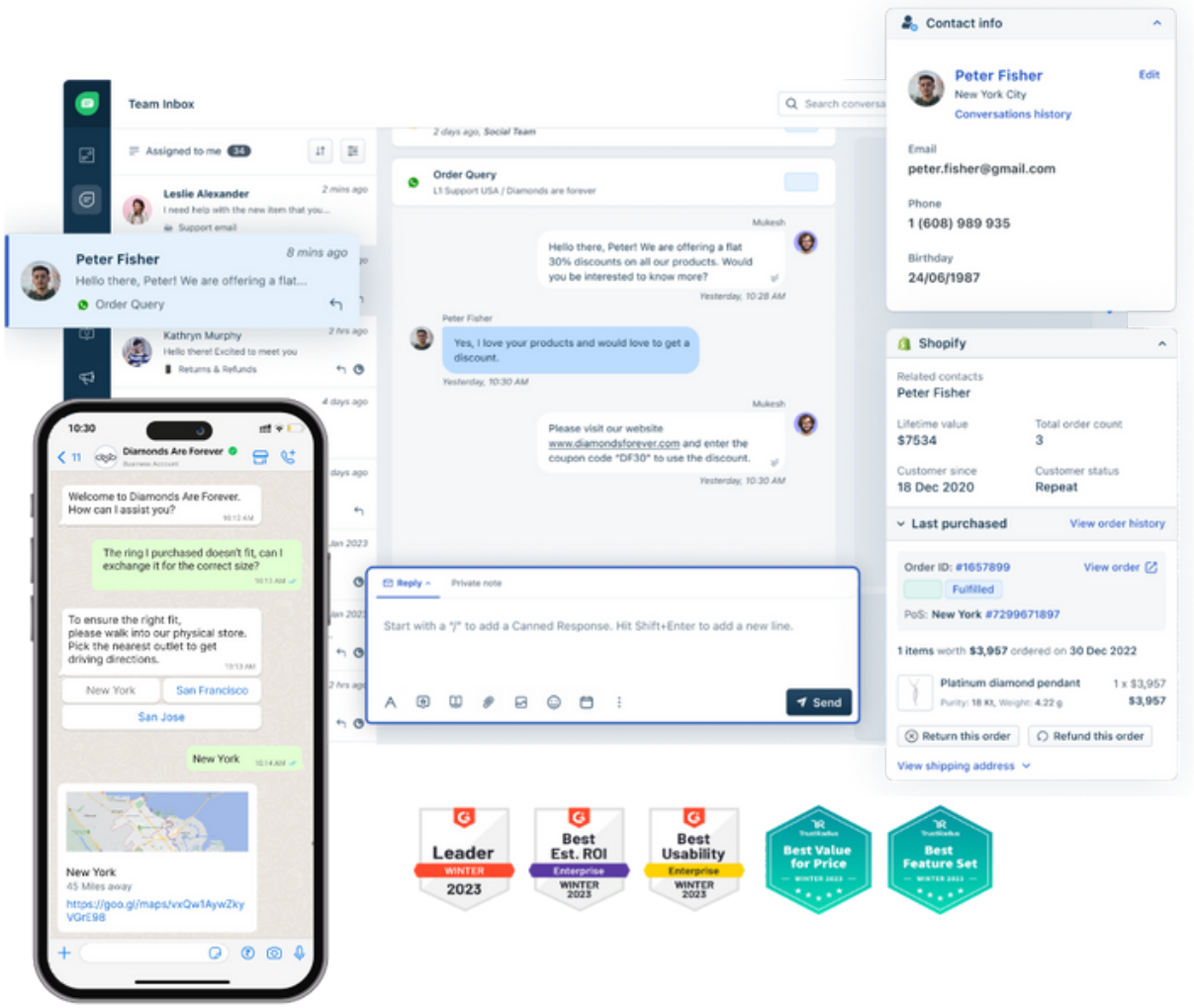
# Self - Service, Conversations, Tickets. Have it All. Supercharged with Gen AI.

**Automate Self Service Across Channels**
with AI powered resolutions that are instant and personalized

**Supercharge Agent Productivity**
with intelligent assistance an powerful ticketing capabilities

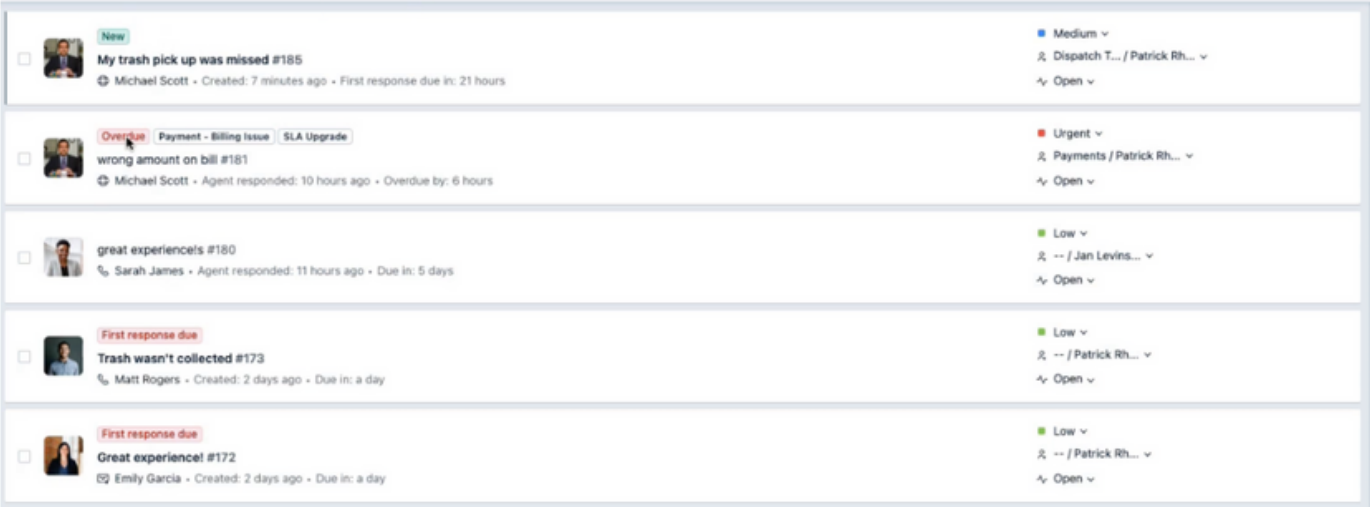
**Make smart decisions faster**
with proactive insights and recommendations

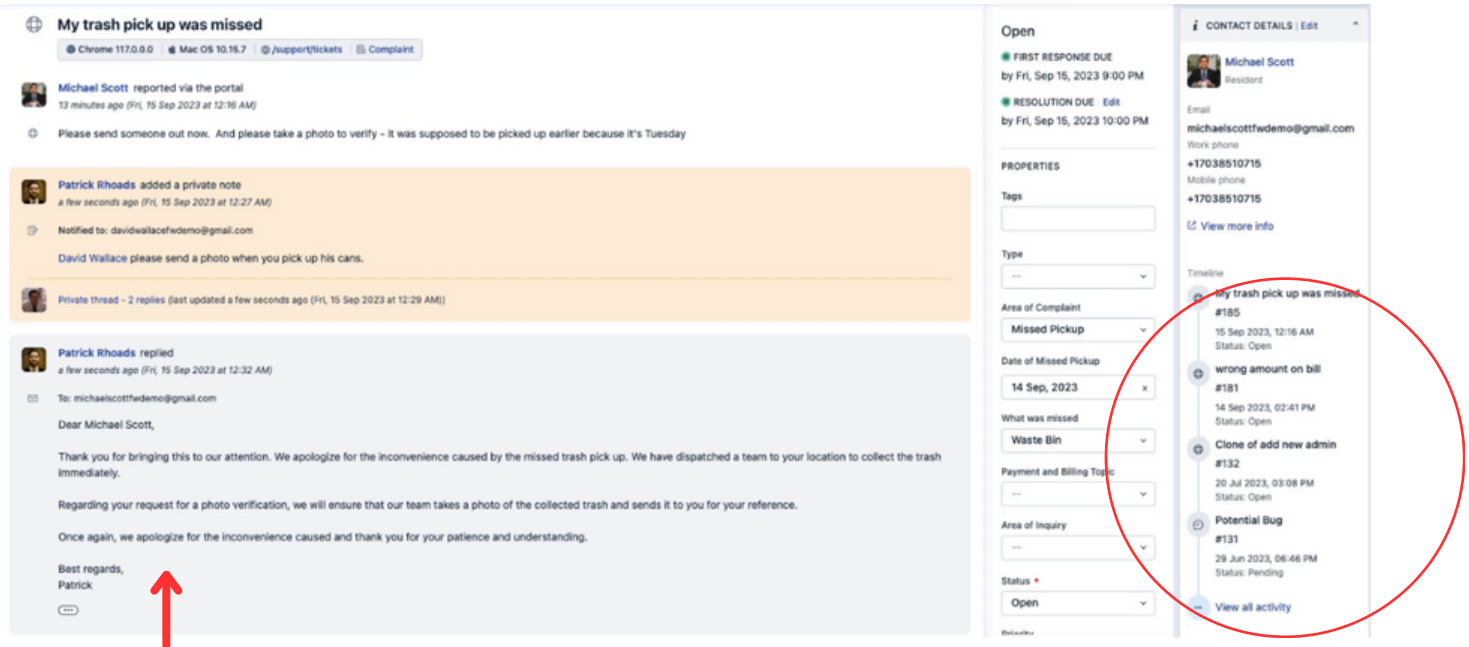
**Improve the overall experience with your residents**
Easy to use solution that builds confidence in the solution through real-time updates .



Tickets arrive in a queue and are **categorized** by issue type.

Working in partnership with Cooper City we can assign different priorities to each type of issue created ensuring high-level **businesses of Cooper City. issues are prioritized for the residents and business of Cooper City.**




We **directly respond** to customer inquiries

Customer **transaction history is logged** and visible to both the customer and Coastal Agents. This provides **quicker resolution and escalation for any repeat issues.**

# Reporting

**Reports are:**

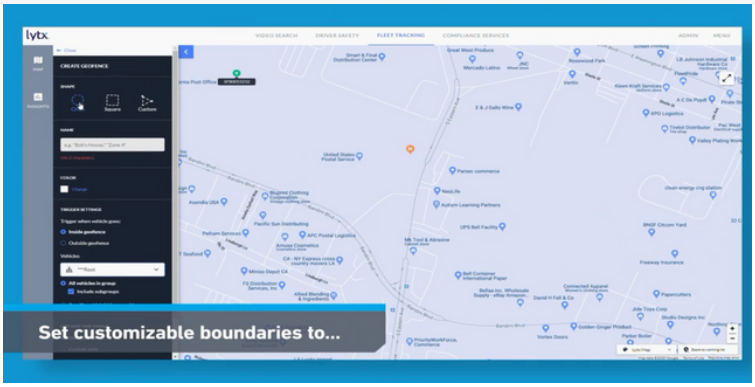
1.Easily ***customizable*** to meet the needs of Cooper City.

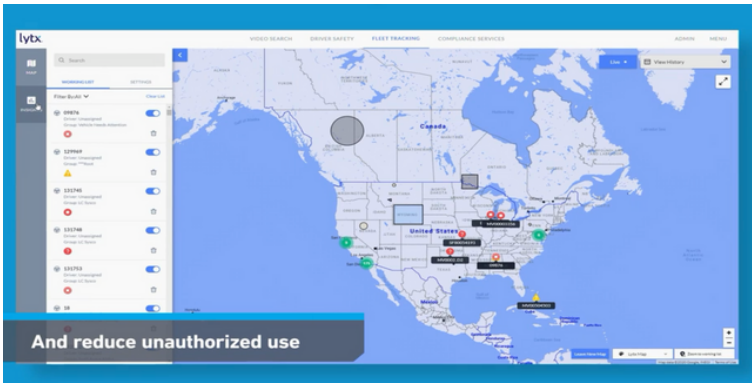
2.Can be ***automated*** ensuring all established reports are ***automatically delivered*** as expected.

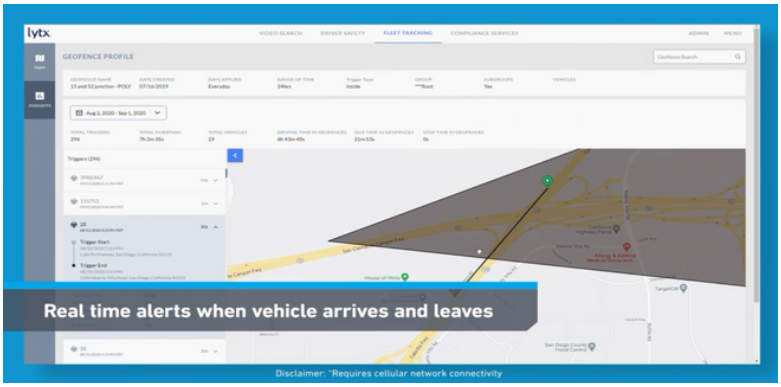
3.Automatically generated ensuring ***accuracy in reporting***

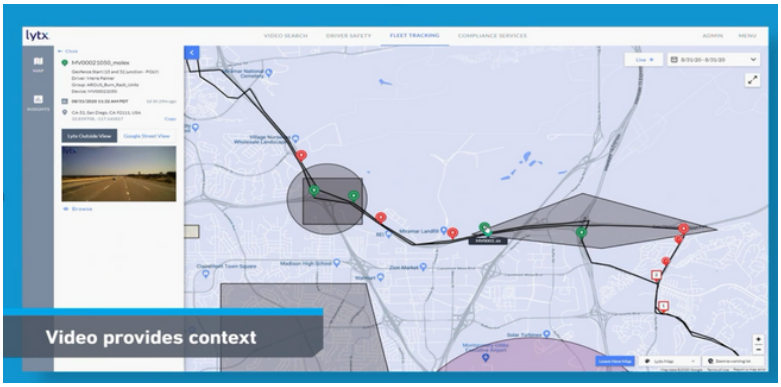
# lytx. | Fleet Tracking Service Geofences Feature Focus Video

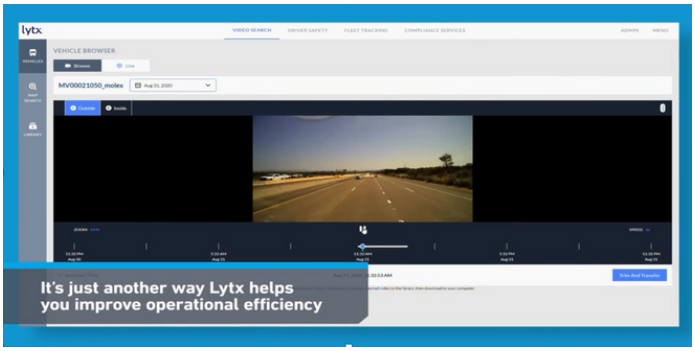
## Geofencing







# Safety

***We put safety at the forefront of everything we do*** by creating a safe environment for our community and employees, prioritizing investing in technology and developing solutions

**Improved Technology:**

•Equipped with advanced sensors that collect and process ***data-driven video for analysis***

•Powered by award-winning Machine Vision and ***Artificial Intelligence***

•

**•Live Coaching & Feedback**

•Empowers drivers to take ownership of their driving behavior by recognizing risky habits before a collision occurs

***•Identifies over 60 risky behaviors***

•Performance reporting system to guide customized ***coaching***

# System for Receiving, Verifying, Tracking, and Resolving Customer Complaints

Coastal's customer service team is located at our Pompano Beach facility and has completed five successful contract transitions in the past two years. We have ten (10) dedicated representatives who handle live calls, a municipal customer service agent and three data entry agents. Coastal's suite of technological tools ensures the highest level of service and underpins our commitment to superior service to our valued customers.

Even with all the technology, processes, and equipment, it is our people who make the difference in caring for the customers. It is our people who know how to respond quickly when an issue arises. It is our drivers who make certain carts are emptied completely, that all addresses are serviced, that exceptions are reported and handled courteously and professionally. It is our people who are empowered to achieve the highest level of service and to act quickly and creatively to solve problems. Customer service agents are monitored and coached for excellence.

Our office uses a database system called TRUX to communicate between the customer service team and Coastal's collection personnel. Any information that comes into Customer Service is entered into TRUX where a record of the call is kept, then it is immediately dispatched to the appropriate driver electronically where the driver can access the information on their tablet. The driver receives a notification about the concern and is prompted to take action. Once addressed, the driver enters the resolution on their tablet and Dispatch would see it and close the loop with the customer.

Coastal tracks performance metrics to ensure all targeted response times are met or exceeded, which conforms to our business model of continual improvement. The Customer Interaction Chart, below illustrates the manner in which calls are managed.

TRUX WASTE INDUSTRY BUSINESS SOLUTIONS
An AMCS Company

lytx DriveCam

**System for Monitoring Service**

Coastal employs two on-route systems for monitoring service: Lytx DriveCam, which is an onboard video technology, and Fleetmind, which is a GPS tracking and activity management system. However, again, it's our people who make all the difference. Coastal Route Supervisors, in company- issued vehicles, dressed in easily identifiable logo-bearing shirts are in the field during collection hours to monitor and support team members on the trucks, such as:

- Looking for missed pick-ups and non-compliant materials.
- Identifying and helping to permanently resolve potential route-related issues.
- Reviewing the TRUX trails (auto-tracking) to visually ensure route completion to Company and City satisfaction.
- Ensuring routes are completed and providing any required notification of such.
- Permanently resolving complaints and initiating an investigation when necessary Pulling and reviewing video from GPS to verify pick-up completion.
- Following up directly with the resident personally, as appropriate, to discuss a service matter.
- Making a notation for the report to the City as appropriate.
- Entering repeat concern addresses on to a Hot List for additional monitoring to prevent problem recurrence.

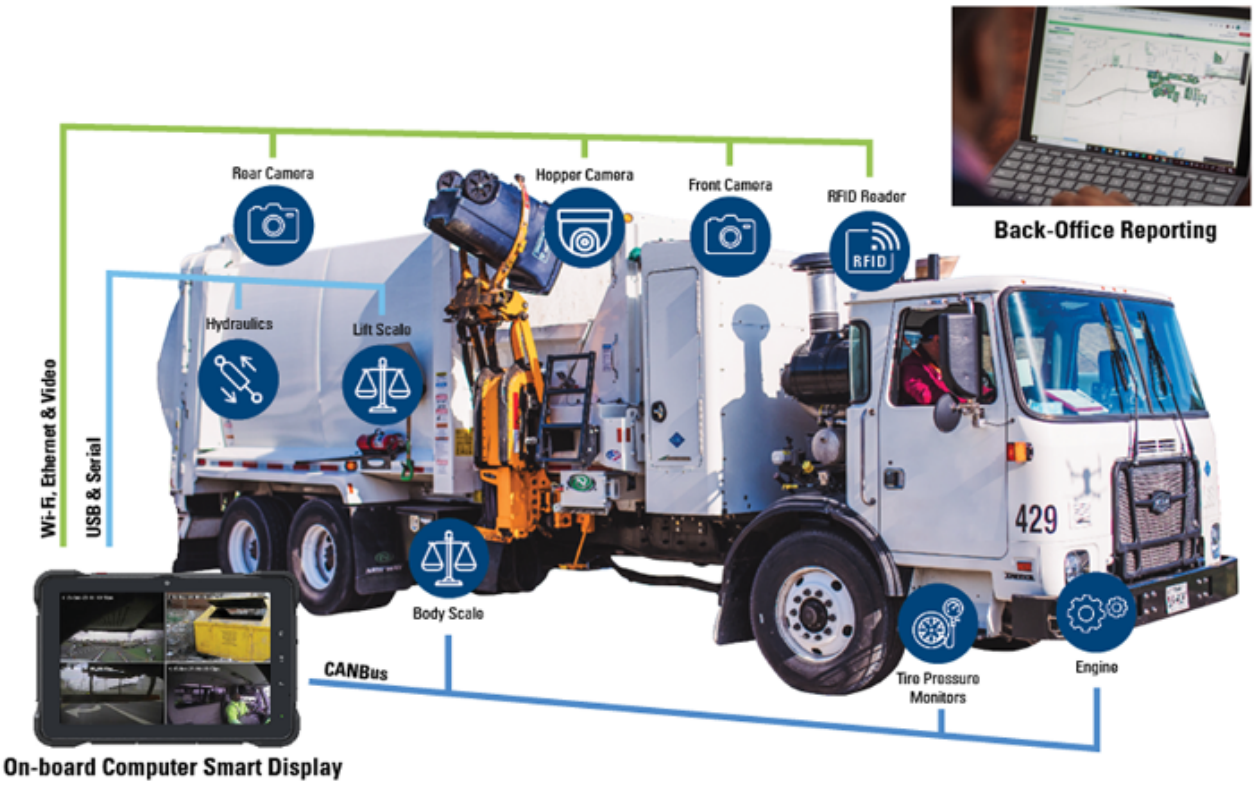
All Coastal trucks are equipped with Lytx Drive Cam. Lytx Drive Cam is a highly rated brand of on-board video technology, with the same capabilities as Third Eye. Lytx's safety solutions provide an important component to our overall safety program as they improve driver behavior and manage the fleet while ensuring compliance and improved productivity on each route. The Drive Cam Safety Program is a video-based program designed to help improve driver performance.

This camera system provides near real time visibility into the status of every vehicle in our fleet and will help increase driver accountability. The drive cam program provides an objective image of what is happening on the road, allowing the driver to document, through time-stamped photos, any events or situations, such as late set outs, bulk and vegetation debris, blocked access of any kind, and time of service—to name a few features. This program also gives us the ability to make sure our driver is operating in a safe and lawful manner.

SAFE FLEET

Safe Fleet's web-based application, FleetLink—an onboard computing solution—helps Coastal maintain safe and efficient routes. Through FleetLink, Coastal can collect and communicate GPS, engine control module data, and service information from routes, drivers, customers, cameras, scales, and RFID sensors to track the progress of waste collection in real-time. Its in-cab video monitors display camera views to increase driver visibility for enhanced service, passenger safety, and reduced risk of accidents. It includes a planning tool to help develop safe and efficient routes and deliver turn-by-turn driver directions which also decrease street wear and tear and reduce fuel consumption, and hence, emissions. Coastal's operations team can monitor route progress and easily add more trucks or transfer stops to other drivers within minutes to ensure on-time completion of routes.

Service quality can also be more easily managed through the ability to verify pick-ups and replay driver activity. In case of an on-route incident or accident, the application allows Coastal to search for and download video surveillance footage through the vehicles video system. Managers can search for, view, extract, and package evidence relating to on-route activities, incidents, and accidents for third-party review, and access live footage to see exactly what is happening in real-time.



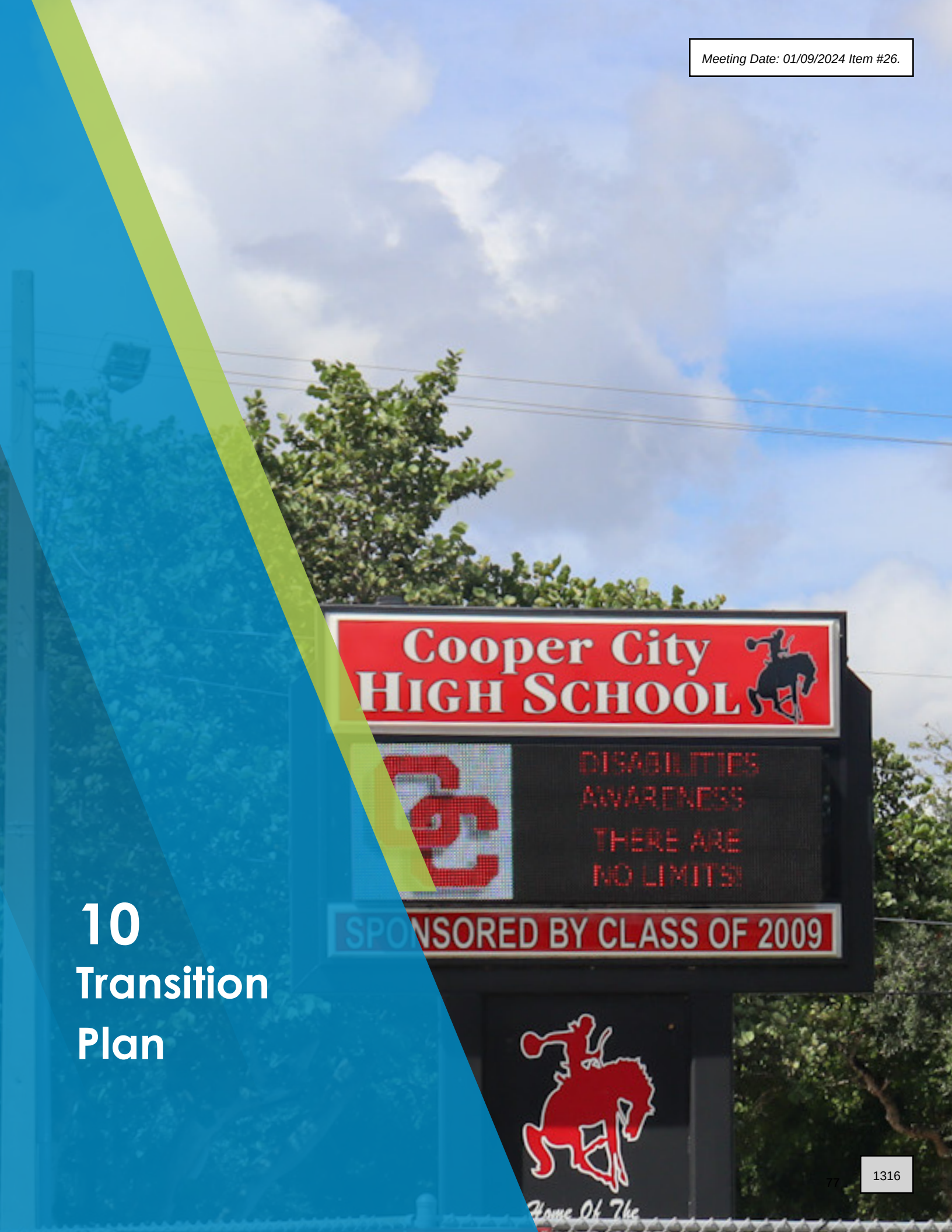

## Approach to Routing and Preliminary Route Maps

Prior to the commencement of collection service, Coastal will fully develop routes to be dispatched through use of a tablet and driven by collection personnel each day. To minimize disruption to customers,Coastal will create new optimal sequential routing, route entry and exit points, and computerized route maps for each route.

Well in advance of the commencement date, Coastal supervisors will evaluate routes and develop the routes within the current footprint to achieve greater efficiency, increase safety, and decrease emissions and street wear and tear. Mapping and confirming account data, along with route balancing and finalization, are two major components of effective initial and periodic route planning that Coastal employs in every jurisdiction it serves.

Coastal exercises caution and common sense when routing around areas where children are frequently present: schools, playgrounds, parks, community centers, and libraries. We route in such a way that our trucks either service these areas in the early hours or when children are not likely to be present. Our Operations Supervisor will spend a few weeks prior to the commencement of services reviewing, auditing, balancing and finalizing routes to ensure the most efficient collection system is deployed. Supervisors also routinely drive routes to document travel paths, ensure safety, and verify productivity assumptions. Coastal prefers to hire existing drivers and have them continue to service their current areas because of their familiarity and experience in the community.

Traffic patterns and times of congestion are also taken into account when finalizing routes.
Finalized route maps will be submitted to the City as indicated in the Implementation Timeline included in the previous section. Our preliminary route maps are inserted on the following page. These route boundary maps sync with the current routes, such that customers will receive service on the same day they currently do. Coastal's in depth review of all routes, which will be conducted well in advance of the date finalized routes are due to the City, may result in a change of service time due to route stop sequencing for safety and efficiency.




# 10 Transition Plan

# Overview

Over the past several years, Coastal has grown organically—through the competitive RFP process, and strategically—through the acquisition of well-established waste services companies, as indicated in the infographic located in the Executive Summary.

To service these contracts, Coastal currently employs over 1,000 people and operates over 600 trucks. It owns and operates 19 facilities in the Florida market, including two (2) transfer stations, four (4) maintenance and truck facilities, and five (5) material recovery facilities.

## Coastal's Transition Advantage

Growth, whether through the competitive or acquisition process, necessarily involves transition. The growth Coastal has experienced has produced a seasoned team of transition experts dedicated to success. In South Florida, Coastal has secured several exclusive franchises and has successfully transitioned four (4) franchise agreements in the last *30* months. Directly relevant transition experience is highlighted in the three reference projects included in this section 7. These reference projects highlight the services the City's RFP seeks to acquire through its Franchise Agreement, namely:

- Cart collection of garbage/rubbish.
- Cart collection of recyclable materials.
- Curbside collection of yard waste and bulky waste.
- Mechanical container collection of materials from multi-family complexes and commercial customers subscribed to this type of service.

Having experience that runs the range of the City's requested services, Coastal's existing customer base is a mix of residential, commercial, and industrial generators, many under the umbrella of a municipal franchise agreement. Coastal also holds post-collection processing contracts in relation to some of its municipal collection contracts and some independently.

As stated in Section 3, Coastal's management/transition team is comprised of seasoned waste management professionals who have successfully secured, transitioned, and executed residential curbside solid waste and recycling collection contracts in Florida for over 40 years. Collectively, these professionals possess over 100 years of experience.

# Transition Plan for Services - Experience

**Contract Awarded December 14, 2021/ Contract Began on October 1, 2022:**

- 11 Brand New Automated Side Loader Trucks
- 9 Brand New Front Loaders/ 2,900 Commercial Front Loader Containers
- 10 Roll Off Trucks/ 600 Roll Off Containers, including 72 compactors
- Needed and hired 64 employees prior to start

**Contract Awarded February 8, 2022/ Contract Began on June 1, 2022**

- 4 Brand New Automated Side Loader Trucks
- 2 Brand New Rearload Trucks
- 3 Brand New Front Loaders/ 850 Commercial Front Loader Containers
- 4 New Clam Trucks
- 17,000 Brand New Carts
- Needed and hired 25 employees prior to start

**Contract Awarded January 21, 2021/ Contract Began on June 1, 2021**

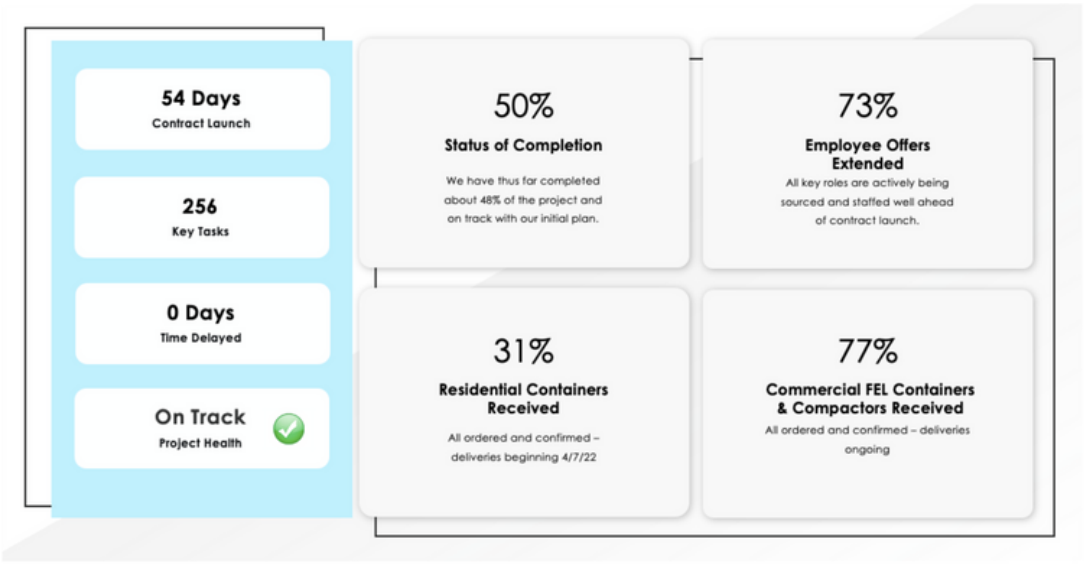
- 12 Brand New Automated Side Loader Trucks
- 5 Brand New Front Loaders/ 1500 Commercial Front Loader Containers
- 5 Roll Off Trucks/ 300 Roll Off Containers, including 25 compactors
- 28,000 Brand New Carts
- Needed and hired 22 employees prior to start

**Contract Awarded August 22, 2023/ Contract Began on October 1, 2023**

- 3 Brand New Automated Side Loader Trucks
- 1 Brand New Front Loaders/ 200 Commercial Front Loader Containers
- Needed and hired 6 employees prior to start

# Measurements Ensuring High Service Levels Start Up Planning

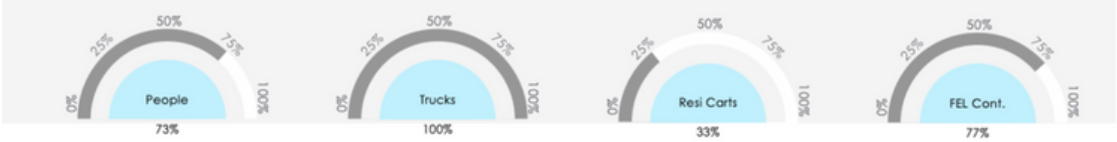
## The City of North Miami Beach




**Customer Service Is Ingrained As One of Our Core Values.**
**Thus, Excellence in Customer Execution Starts Well Before Contract Start.**

### Project Progress Report

| Activity | Manager | Start | Critical Task Completion | % Project Progress Status |
|---|---|---|---|---|
| Recruiting | D. Cepero | Jan 24th | May 6th | 92% |
| Operations | G. Cardona | Jan 5th | June 10th | 42% |
| Customer Service | S. DeLaRoca | Feb 12th | March 13th | 66% |
| Maintenance | D. Cepero | Feb 21st | April 29th | 92% |
| Billing/Finance | D. Minihan & Bill Borregard | Feb 21st | Apr 22nd | 4% |
| Sales / Muni | J. Saroza | Feb 21st | June 17th | 59% |
| IT / Technology | S. Martinez | Feb 21st | May 16th | 99% |
| Marketing | P. Hamilton | Jan 24th | May 16th | 63% |
| Residential Container Del. & Retrieval | D. Cepero | Apr 18 | May 20th | 0% |
| Commercial Container Del. & Retrieval | D. Cepero | TBD | TBD | 0% |




**Weekly Progress Updates Ensure Accountability Exists Across All Departments While Limiting Any Anxiety That May Exist Through Transition**

# Measurements Ensuring High Service Levels - Broward MPU Performance

| SERVICE AREA | MPU PERFORMANCE | KEY PERFORMANCE INDICATORS (KPI'S) |
|---|---|---|
| **Town of Davie**<br>24,044 S/F units<br>Twice a week Solid Waste<br>Once a month Bulk | | ▸ Total monthly services = 238,872<br>▸ Monthly Average MPU's = 15.75 ~ **(.001%)**<br>▸ ***Less than 1 MPU's per 10,000 services.*** |
| **North Miami Beach**<br>8,490 S/F , M/F Units<br>Twice a week trash<br>Once a week recycling<br>Once a month bulk | | ▸ Total monthly services = 100,224<br>▸ Monthly Average MPU's = 30 ~ **(.0003%)**<br>▸ ***Less than 1 MPU's per 10,000 services.*** |
| **Pompano Beach**<br>24,000 S/F units<br>2X a week Solid Waste<br>1X a week Recycling & Bulk | | ▸ Total monthly services = 415,860<br>▸ Monthly Average MPU's = 90 ~ **(.0002%)**<br>▸ ***Less than 1 MPU's per 10,000 services.*** |

# Implementation Plan

Coastal has developed an insightful, strategic and holistic service initiation approach that minimizes customer impact and provides an excellent foundation for the commencement of a new contract. Features of Coastal's finalized plan will include the following elements. Any supplemental details to aid in reviewer's understanding of Coastal's approach to implementing services will be further described in the summary following the Implementation Timeline.

"The transition from the previous service provider was seamless. The Coastal team was well prepared and did an excellent job."

**- Andres Conde, Solid Waste Collections Administrator, Broward Municipal Services District**

## Precise Container Delivery Plan

The plan includes an innovative container delivery plan which employs an experienced container manager. The container manager will work with the Company's container supplier(s) to deploy containers utilizing well-refined systems that have been tested and proven—through the recent transitions Coastal has managed—to ensure container delivery accuracy and that service and customers will not be disrupted. Status on container delivery will be provided to the City regularly during transition.

## Displaced Workers

Coastal will ensure an experienced local work force through the hiring of displaced collection personnel. These new employees will be provided with professional paid driver training in the weeks leading up to the operations start date.

## Routing

Coastal's approach to routing is a blend of route optimization through the use of appropriate technology and the safeguards inherent in the manual finetuning of routes for safety.

## Account Data Confirmation

Coastal's comprehensive approach to the development of its customer account database is comprehensive. It is not assumed that the outgoing contractor will be entirely cooperative in the timely supply of account data, and therefore Coastal has a multi-pronged approach to database build-out and testing to ensure the first invoice cycle is accurate.

## Outreach and Education Plan

Coastal's Implementation features a light-touch initial customer outreach plan. This plan is designed based on our experience that just the right amount of information at the right time eliminates unnecessary customer concerns and inquiry and allows Coastal the ability to focus on developing its supporting systems, training personnel, and procuring and deploying equipment in preparation for the operations start date.

# Implementation Timeline

We have learned that, to be effective, an implementation plan must function like a budget—able to easily be recalibrated to adjust to events that may arise during the period leading to the operations start date. Therefore, the following timeline is general, to be deepened based on the initial scoping session and adjusted weekly as needed. Coastal's transition team will be in such close communication with City staff, all challenges and changes will be discussed with solutions developed and built into the plan on a go-forward basis, this plan will fluidly deepen and evolve over the course of the transition time period.

Immediately upon contract award, the key transition team members will meet with the City in a scoping session to review and outline all program requirements and specific requirements of the Franchise Agreement. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. A detailed Implementation Plan, based on contractual requirements and the general timeline included in this section will be developed beginning immediately upon contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

**Collaboration**
A collaborative process between involved parties assures a smooth transition. Regular communication is essential, and Coastal recommends an initial scoping session with the City and regularly scheduled coordination meetings in advance of the operations start date, on a schedule agreed to between both parties.

**Intelligent Planning**
Utilizing the proposed transition plan included in this proposal as a starting point, the transition team will continually define and/or adjust subtasks as the team moves closer to the collection start date, as is necessary or optimal.

**Expert Execution of Tasks**
Coastal's team of managers will ensure each task/subtask is completed within the specified timeframe and to Franchise Agreement parameters and the satisfaction of the City. To facilitate project success, Coastal requires a high level of accountability and communication of project team members, including equipment vendors.

Coastal will ensure:

- All team members have clear, unambiguous milestones and deliverables that tie directly to the finalized Franchise Agreement.
- The formal and informal interfaces between Coastal, its vendors and suppliers, the City, and all other stakeholders are well documented and communicated.
- Before starting on any group of tasks, Coastal will obtain or issue any necessary authorization to proceed, and document it.

This planning work will be closely coordinated by Coastal to ensure the efforts of all parties are integrated into a cohesive plan through the process of top-down project control, which will assure a successful transition. Coastal will provide the City with status reports of its progress on a regular basis throughout the entire implementation period.

# Timeline Upon Reward

## December 2023

- Coastal will request the latest residential Tax Roll from the City so we can download into our software system, for Customer Service and Routing purposes.
- Order front-end multifamily and commercial containers
- In collaboration with the City, we will draft a formal notification for both residential and commercial customers to introduce their new waste hauler. Concurrently, we will be initiating modifications to the website to reflect this change.
- Establish a lease or usage agreement with the current hauler for the pre-existing commercial and multifamily containers, enabling Coastal to initiate the replacement of the incumbent containers before the commencement of the contractual period.

## January 2024

- Begin the hiring process for all drivers, supervisors, and customer service representatives
- Contact the incumbent hauler and let them know we will be contacting existing drivers
- Arrange bi-weekly meetings with the Cooper City Staff, maintaining this schedule from the present moment until one month after the contract's initiation. These meetings will serve as an avenue to keep the City informed of our ongoing progress.

## February 2024

- Initiate the onboarding process for newly appointed automated side load drivers.
- Facilitate the allocation of drivers to their designated vehicles.
- Retrieve the residential customer database and configure the new route tablets within each collection vehicle.
- Allocate newly onboarded drivers to their respective collection routes.

## March 2024

- Drivers will begin driving their routes in company pickup trucks to begin familiarizing themselves with their route and the geography of the area
- Start swapping incubents containers with Coastal
- Establish Cooper City specific email (coopercity@coastalwasteinc.com) and phone number to be used by the residents and business of theCity

## April 2024

Start of Contract

Coastal commits to initiating each task well in advance of its corresponding deadline, ensuring the City has ample time to adhere to the finalized implementation Timeline. This Timeline shall serve as the foundational framework of the Implementation Plan and will be populated with precise date information following the notice of award. Any necessary updates to the Timeline will be promptly executed and shared with the City

# Container Deployment Strategy

### Commercial and Multi-Family Dumpster Deployment:

Dumpster sizes initially ordered will reflect existing service levels with a buffer inventory of dumpsters in popular sizes to account for any customer-initiated changes. An initial assessment of commercial/multi-family premises will be conducted in the months leading up to the operations start date, and through that process container sizes and the customer database will be refined. This information will be sent to container manufacturers as an update. Coastal will work with the outgoing contractor to service existing containers (and will temporarily lease them if need be) until new containers can be deployed. New containers will be delivered to commercial customers on collection day after containers are serviced. Coastal will deliver new containers and will remove incumbent containers to an agreed-upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.

***All container deliveries, will be managed by a dedicated container delivery manager who will be responsible for ensuring timely and accurate container deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered.***

# Employees

The following staffing chart provides information pertaining to operational staffing and ties to the Organization Chart included in Section 5.

| Operations Staffing Plan | |
|---|---|
| **Job Category** | **Dedicated Cooper City FTEs** |
| Dispatcher/Customer Service Reps | 1 |
| Operations Supervisor - Residential/Commercial | 1 |
| Residential Drivers | 6 |
| Commercial/Industrial Drivers | 1 |
| Residential Bulk Drivers - Current Service | 5 |
| Bulk Option A | 8 |
| Bulk Option B | 8 |
| Bulk Option C | 8 |

## *Operations Personnel - Additional Information*

Coastal will offer employment to the outgoing contractor's operations team. Coastal has transitioned two contracts within the last calendar year and has had all personnel on board ready to go from day one. Coastal will make every effort to hire the existing drivers. Coastal has been successful in retaining 65% of the existing incumbent workforce when transitioning to a new contract.

If Coastal needs to hire additional drivers, above and beyond the existing drivers currently operating within the City, they would begin Coastal's extensive safety and operations training program at the appropriate time and in accordance with the Implementation Plan given in Section 9 —at least two months prior to the operations start date. All Coastal drivers when hired and annually are required to have their driver's license screened through an extensive Motor Vehicle Report.

These professionals will be trained to operate the specific equipment to which they will be assigned; training and the orientation process will be conducted at one of our existing hauling operations. Since Coastal already runs routes for all lines of business, new recruits can start in the field with our experienced drivers and begin training immediately after they complete their on-boarding and safety training.

As an unanticipated contingency measure, Coastal can draw from its vast networks of supervisors, swing men and drivers to ensure a successful commencement of the contract.

Coastal Waste & Recycling

**Recruiting Top Talent**
Coastal's reputation and position in the industry have afforded the Company the opportunity to attract top talent into our organization.
Our employees receive a comprehensive package that includes benefits for their entire family.

During the past decade, the proliferation of technology and social media has profoundly transformed the recruiting process and re-defined how recruiters, organizations, and candidates interact. In the face of a dynamic talent landscape, this market-driven workforce presents many challenges. Coastal has made recruiting top talent a priority.

Great recruiting practices are the result of senior management vision. Having worked in many positions in the waste services industry, Coastal's CEO, Brendon Pantano, developed a clear idea of the team he wanted to build when forming the company. His ideas and concepts were modeled into the company's core values.

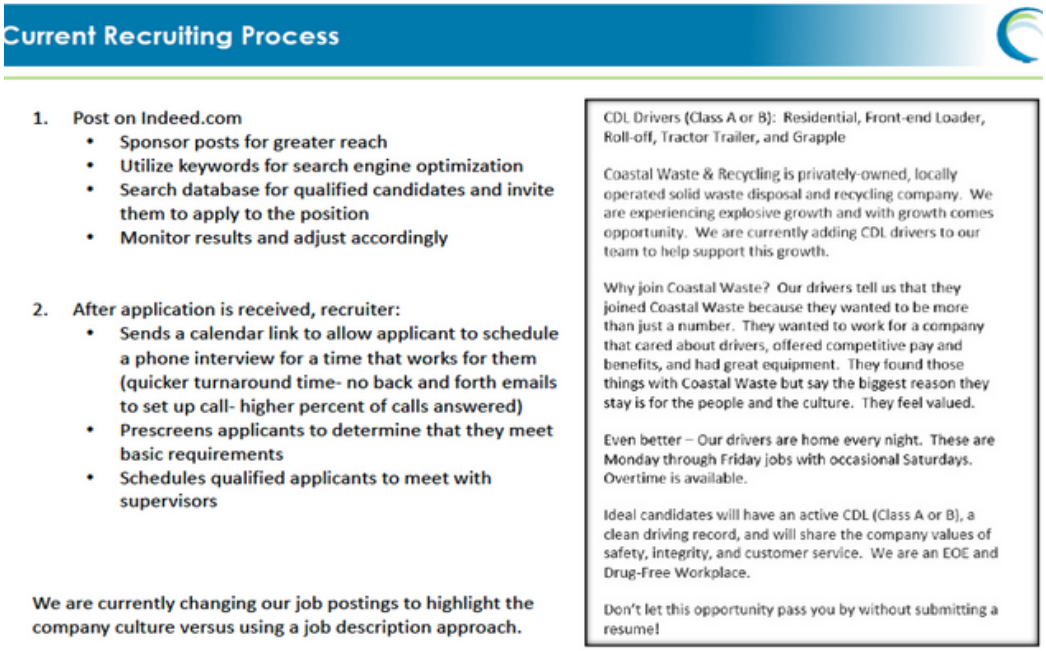
**Recruiting strategies employed at Coastal include:**

1. Improving brand awareness to let potential employees, community partners, and the general public know Coastal is searching for talent.
2. Positioning the company as a coveted place to work to attract the best prospective candidates.
3. Providing a wide range of healthcare and retirement packages.
4. Establishing partnerships with local schools and Veteran's Centers.
5. Maintaining an Employee Referral Program both supports and sustains retention and assists in employee selection by employee referral of good candidates.
6. Utilizing social media to expand the reach and shape the candidate pool through the specific use of niche job boards. Our job postings now highlight Coastal's culture versus using a defined job description approach.

Through these practices and its reputation, Coastal has been able to bring onboard exceptionally experienced professionals.

**Recruiting for Cooper City**
Recruits for positions other than drivers—which will be recruited from the current service provider, will be brought on board as soon as hired to complete Coastal' s extensive safety and operations training program. Since Coastal already runs automated cart routes, Clam shells trucks for bulk and rear load routes, these new recruits can start in the field with Coastal's experienced driver team and begin training immediately upon completion of their onboarding and safety training.

Coastal does not anticipate any issues with staffing and expects to be fully staffed by the start of the contract, however, if needed, Coastal will draw from its vast networks of supervisors, swing positions and drivers to ensure a successful commencement of the contract. Coastal has been successful in recruiting and retaining employees from every incumbent hauler during contract transition periods.




## Retaining Acquired Talent

Coastal has transitioned two major contracts within the last year and met its goal of having all personnel on board and ready to take over on the first day of contract initialization in both instances. New drivers hired from the local community to complement the transitioning drivers will be brought on at least two months prior to the operations start date.

When transitioning a contract, Coastal focuses on retaining existing drivers to ensure a smooth transition from the current service provider. All qualified current employees are offered employment. Coastal's human resources and recruiting professionals are trained to match existing employee skills to open positions so all are slotted into the right position. Remaining open positions are filled by recruiting local talent to complete the team of people needed to deliver unbeatable service.

Coastal is an equal-opportunity employer. Our employees receive a comprehensive package that includes benefits for their entire family. Coastal is deeply committed to providing an attractive, respectful, and safe working environment, paying competitive wages, and providing a comprehensive benefits program. Most drivers who come over to Coastal from other companies tell us our superior benefits and work environment are the primary reasons for them joining
the Coastal team.

We want our employees to earn a livable wage to support a robust home life including housing and/or home ownership, children, education, vacations, and all that life has to offer. Our comprehensive benefits program which includes major medical/healthcare, retirement options, vision, and dental plans, and flexible spending accounts is detailed in the following subsection.

Coastal determined livable wages by a) scanning the wage and benefits programs provided by the competition, b) reviewing reports (government and private) that indicate the fair market value for each of our positions, and c) monitoring the current economic environment such as inflation, housing costs, escalating interest rates, and any other factors that impact purchasing power. Drivers are paid on an hourly basis, with the option for overtime paid at time and a half. The hourly wage is predicated upon career and work experience, and tenure with Coastal. The latter element supports our employee retention efforts, ensuring that drivers who remain with us are rewarded for doing so. Drivers may also train with additional equipment as a way to increase work experience which can lead to higher hourly wages.

A periodic comprehensive salary or wage review enables the validation and accuracy of underlying assumptions used to establish the compensation/wage and benefits.

## Benefits at a Glance (Full-Time)

Coastal offers the following benefits to employees. Employees must complete the enrollment process within 31 days of the date of hire to be eligible. If an employee enrolls on time, coverage is effective the first of the month following 30 days.

**Health and Welfare Benefits:** Coastal offers several plan choices as well as a variety of resources and tools to help employees maintain a healthy lifestyle.

- Medical
- Vision
- Dental
- Flexible Spending Account

**Company Paid Benefits:** These benefits are offered at NO COST to the employee.

- Accidental Death and Dismemberment
- Life Insurance
- Long-Term Disability Insurance

**Voluntary Benefits:** These benefits are offered by the Company, but any costs associated with the benefits will be paid for entirely by the employee.

- Supplemental Life Insurance
- Voluntary Short-term Disability
- Critical Illness

- Accident Insurance
- Guaranteed Rate Platinum Mortgage Program
- Identity Theft Protection

**401(k) Plan:** Coastal Employee is eligible to enroll once they have completed two months of service. The company will match 100% of the salary deferrals up to the first 3% and 50% of the deferrals to the next 2% of the contribution.

**Paid Time Off (PTO):** Employees will accrue PTO according to the following schedule. PTO is established on a calendar-year basis and will be pro-rated during partial years.
Year 1: 6 Days
Year 2-5: 12 Days
Year 6-15: 17 Days
Year 16+: 22 Days

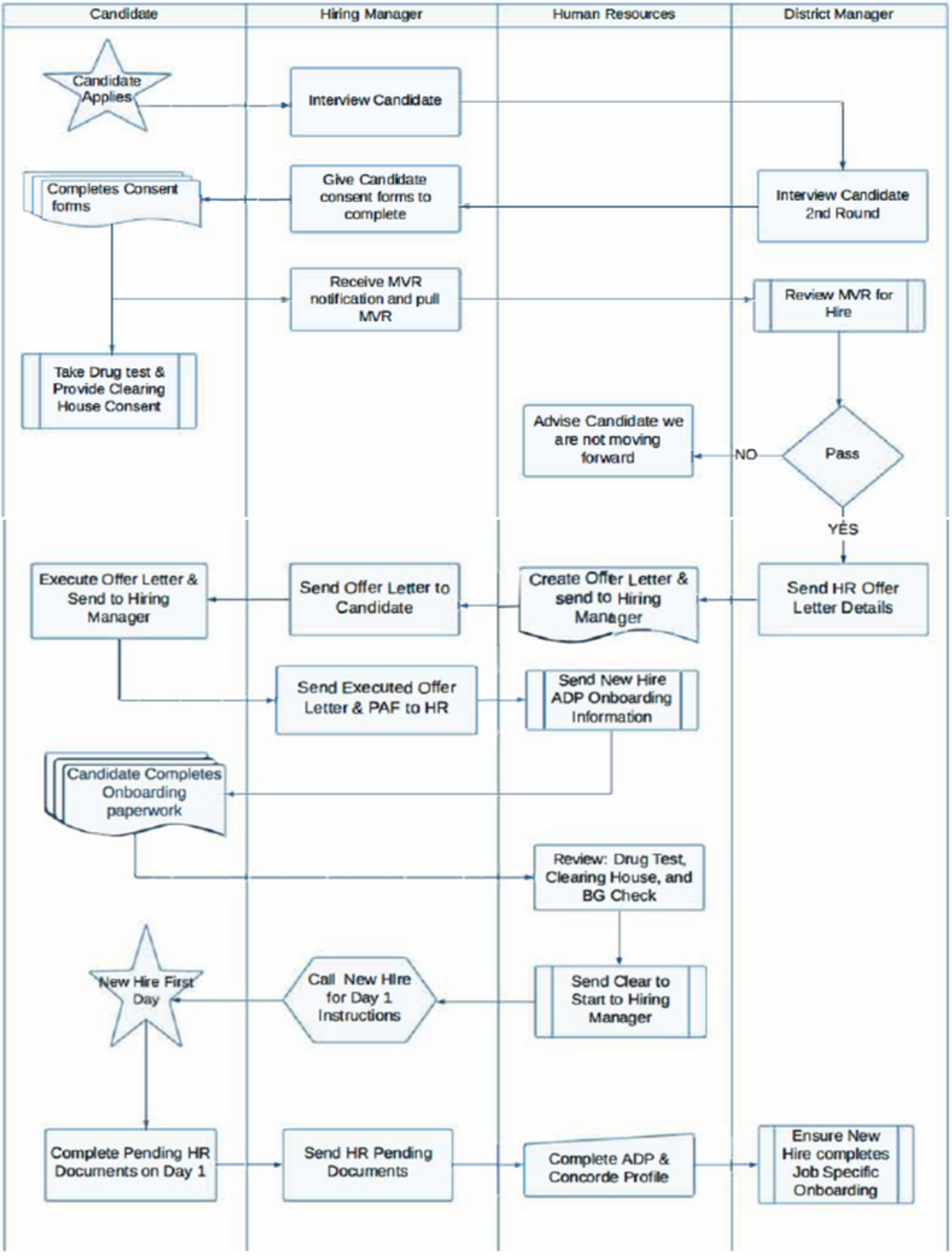
**Holiday Pay:** The Company recognizes the following paid holidays:
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**Jennifer Wolf, Talent Acquisition and Development Management**

Jennifer joined Coastal in 2021 after spending 23 years at a Top 25 Insurance Brokerage firm headquartered in Dubuque, Iowa. While there, the company grew from two hundred (200) employees to nearly 1,200. She has reviewed over 30,000 resumes and hired nearly 3,000 employees. She uses technology to allow her to create ongoing candidate pipelines. Jennifer created an Employee Referral program which yielded 40 percent of all new hires. Through high school and college partnerships she created internships, curriculum, job shadow programs, and counseled youth. She created a partnership with local Veteran organizations to assist Veterans in securing civilian jobs, create resumes, utilize LinkedIn, and prepare for interviews.

The Onboarding Flow Chart on the following page depicts Coastal's comprehensive process described herein.

# Onboarding Flow Chart



# 11 Financial Resources

# Overview

Coastal Waste & Recycling has the financial stability and financial resources to provide Collection Services in the City in compliance with the requirements in the Agreement. Coastal Waste & Recycling does not have any pending or threatened bankruptcy proceedings in which Coastal Waste & Recycling of Florida, Inc., its parent, a subsidiary, an affiliate, or a subcontractor is seeking bankruptcy protection.

Please see the following letters of support from the Macquarie Infrastructure Partners—Coastal's equity partner and TD Securities—administrators of Coastal's credit facility.

Macquarie, the world's largest infrastructure manager recently completed a recapitalization of Coastal, bringing tremendous financial strength to the Company. This infusion of capital provides additional assurance that the plans outlined in this proposal will be executed as described and on time, without disruption to the customer. Local personnel remain, including the management and transition team described in this proposal.

MACQUARIE

**Macquarie Asset Management**

125 W 55th Street New
York, NY 10022 UNITED
STATES

August 6, 2023

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc. 2481 NW
Boca Raton Blvd.
Boca Raton, FL 33431

Dear Brendon,

Macquarie Infrastructure Partners VI, L.P. (together with Macquarie Infrastructure Partners VI SCSp, a parallel vehicle, and the alternative investment vehicles thereof in existence from time to time, "MIP VI") is the seventh vintage of North American focused infrastructure funds managed by Macquarie Asset Management (the "MIP funds"). Macquarie Asset Management is a leading asset manager with $543 billion of assets under management globally. Across the MIP funds, Macquarie Asset Management has $28 billion of assets under management as of March 31, 2023, having held a final close for MIP V with $6.9 billion in commitments and is currently fundraising for MIP VI.

In the waste sector, across these seven vintages, the MIP funds have invested over $5 billion of equity capital into nine separate solid waste businesses, with Coastal Waste & Recycling being the latest investment.

In addition to initial equity commitments, MIP funds maintain additional capital availability to support potential future growth investments. Across the various investment vehicles, the MIP funds have invested $4.1 billion in follow-on equity after acquisition to fund growth initiatives since inception, including $1.3 billion specifically invested to support MIP's existing waste services businesses.

MIP VI recapitalized Coastal Waste & Recycling on June 13, 2023, and has invested close to $800 million of equity in the business. This includes investing approximately $100 million of equity over the last 2 months to support the expansion of the business. MIP VI expects to continue to support the future growth of Coastal over time.

Yours sincerely,

KBKuchel

Karl Kuchel, MIP CEO

Macquarie Asset Management (MAM) is the asset management division of Macquarie Group. MAM is a full-service asset manager offering a diverse range of products across public and private markets including fixed income, equities, multi-asset solutions, private credit, infrastructure, renewables, natural assets, real estate, and asset finance. The Public Investments business is a part of MAM and includes the following investment advisers: Macquarie Investment Management Business Trust (MIMBT), Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Global Limited, Macquarie Investment Management Europe Limited, and Macquarie Investment Management Europe S.A.

**Other than Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie Bank"), any Macquarie Group entity noted in this document is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia). The obligations of these other Macquarie Group entities do not represent deposits or other liabilities of Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of these other Macquarie Group entities. In addition, if this document relates to an investment, (a) the investor is subject to investment risk including possible delays in repayment and loss of income and principal invested and (b) none of Macquarie Bank or any other Macquarie Group entity guarantees any particular rate of return on or the performance of the investment, nor do they guarantee repayment of capital in respect of the investment.**

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TD Securities (USA) LLC
1 Vanderbilt Avenue
New York, NY 10017

June 29, 2023

Brendon Pantano
CEO
Coastal Waste & Recycling Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064

In connection with a RFP process, Coastal Waste & Recycling Inc. (the "Company") has requested a letter describing the terms of the financial relationship between the Company and TD Securities (USA) LLC ("TD"). This letter is intended to document that relationship. This letter may be used in the Company's approval process. No party other than the Company can rely on this letter.

The Company has been a TD client since June 13, 2023. TD currently acts as Administrative Agent on the Company's existing Credit Facilities which include a $155 million Revolving Credit Facility, a $190 million Term Loan A and a $85 million Delayed Draw Term Loan.

TD has no obligation to update this letter if there are changes to information provided herein.

Sincerely,

Alper Ilgar
Managing Director
TD Securities (USA) LLC

# Coastal Waste & Recycling, Inc.

## Consolidated Financial Statements and Independent Auditor's Report

## December 31, 2022 and 2021

CohnReznick
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**Coastal Waste & Recycling, Inc.**

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# Independent Auditor's Report

To the Board of Directors
Coastal Waste & Recycling, Inc.

*Opinion*

We have audited the consolidated financial statements of Coastal Waste & Recycling, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Coastal Waste & Recycling, Inc. as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Coastal Waste & Recycling, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Emphasis-of-Matter*

As discussed in Note 1 to the consolidated financial statements, in 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Our opinion is not modified with respect to this matter.

*Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'s ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

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*Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Coastal Waste & Recycling, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Cohn Reznick LLP

Hartford, Connecticut
April 25, 2023

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**Coastal Waste & Recycling, Inc.**

**Consolidated Balance Sheets**
**December 31, 2022 and 2021**

Assets

| | 2022 | 2021 |
|---|---|---|
| Current assets | | |
| Accounts receivable, net allowance for doubtful accounts of $1,479,074 and $644,631, respectively | $ 32,105,616 | $ 21,547,618 |
| Deferred commissions | 681,560 | 388,869 |
| Prepaid expenses and other current assets | 5,278,470 | 11,213,974 |
| Total current assets | 38,065,646 | 33,150,461 |
| Property and equipment, net | 170,160,602 | 111,196,205 |
| Other assets | | |
| Goodwill, net | 78,379,080 | 87,580,729 |
| Operating lease right-of-use assets | 8,961,385 | - |
| Financing lease right-of-use assets | 16,063,274 | - |
| Contract fulfillment costs | 3,956,910 | - |
| Deferred financing costs, net | 268,168 | 123,521 |
| Note receivable from officer | 57,466 | 56,641 |
| Restricted cash | 222,780 | 274,044 |
| Deposits and other assets | 653,269 | 399,756 |
| Total other assets | 108,562,332 | 88,434,691 |
| Total | $ 316,788,580 | $ 232,781,357 |

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**Coastal Waste & Recycling, Inc.**

**Consolidated Balance Sheets**
**December 31, 2022 and 2021**

Liabilities and Stockholders' Equity

| | 2022 | 2021 |
|---|---|---|
| Current liabilities | | |
| Cash overdrafts | $ 109,081 | $ 1,139,430 |
| Accounts payable | 8,887,997 | 8,107,901 |
| Accrued expenses | 14,587,319 | 8,501,006 |
| Deferred revenue | 7,322,920 | 4,928,450 |
| Current portion of term loan | 4,750,000 | 4,512,500 |
| Current portion of notes payable | 3,318,522 | 1,387,415 |
| Current portion of operating lease liabilities | 2,531,807 | - |
| Current portion of finance lease liabilities | 88,438 | - |
| Other borrowings | 1,129,259 | 4,976,746 |
| Total current liabilities | 42,725,343 | 33,553,448 |
| Long-term liabilities | | |
| Line of credit | 69,577,531 | 38,743,724 |
| Draw to credit loans | 40,000,000 | 474,151 |
| Term loan, net of current portion and deferred financing costs | 84,323,895 | 88,598,955 |
| Notes payable, net of current portion | 11,500,000 | 13,818,133 |
| Convertible notes payable | 4,007,737 | - |
| Operating lease liabilities, net of current portion | 6,595,482 | - |
| Finance lease liabilities, net of current portion | 17,246,698 | - |
| Other long-term liabilities | 6,120 | 262,304 |
| Total liabilities | 275,982,806 | 175,450,715 |
| Commitments and contingencies | | |
| Stockholders' equity | | |
| Series A Preferred stock, $.001 par value, 800,000 shares authorized, 752,587 issued and outstanding | 752 | 752 |
| Series A Common stock, $.001 par value, 250,000 shares authorized, 163,137 issued and outstanding | 163 | 163 |
| Series B Preferred stock, $.001 par value, 200,000 shares authorized, 10,700 issued and outstanding | 10 | 10 |
| Series B Common stock, $.001 par value, 50,000 shares authorized, 2,319 issued and outstanding | 3 | 3 |
| Series C Common stock, $.001 par value, 5,000 shares authorized, 1,313 issued and outstanding | 1 | 1 |
| Additional paid-in capital | 77,499,069 | 77,499,069 |
| Accumulated deficit | (36,694,224) | (20,169,356) |
| Total stockholders' equity | 40,805,774 | 57,330,642 |
| Total | $ 316,788,580 | $ 232,781,357 |

See Notes to Consolidated Financial Statements.

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**Coastal Waste & Recycling, Inc.**

**Consolidated Statements of Operations**
**Years Ended December 31, 2022 and 2021**

| | 2022 | 2021 |
|---|---|---|
| Revenue | $ 201,742,618 | $ 118,539,876 |
| Operating expenses | | |
| Cost of operations | 132,751,715 | 75,381,383 |
| Selling, general and administrative | 38,616,443 | 23,443,155 |
| Depreciation | 20,834,604 | 9,961,862 |
| Amortization | 11,334,255 | 6,562,936 |
| Total operating expenses | 203,537,017 | 115,349,336 |
| Income (loss) from operations | (1,794,399) | 3,190,540 |
| Other income (expense) | | |
| Acquisition related costs | (48,215) | (957,324) |
| Interest expense | (14,213,219) | (5,143,107) |
| Gain (loss) on sale of property and equipment | (469,860) | 655,165 |
| Interest income | 825 | 825 |
| Total other expense | (14,730,469) | (5,444,441) |
| Loss before income taxes | (16,524,868) | (2,253,901) |
| Income tax benefit | - | 907,510 |
| Net loss | $ (16,524,868) | $ (1,346,391) |

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See Notes to Consolidated Financial Statements.

## Coastal Waste & Recycling, Inc.

## Consolidated Statements of Changes in Stockholders' Equity
## Years Ended December 31, 2022 and 2021

| | Series A Preferred | | Series A Common | | Series B Preferred | | Series B Common | | Series C Common | | Additional | Accumulated | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Number of shares | Amount | Number of shares | Amount | Number of shares | Amount | Number of shares | Amount | Number of shares | Amount | paid-in capital | deficit | Total |
| Balance, January 1, 2021 | 566,229 | $ 566 | 127,052 | $ 127 | 7,484 | $ 7 | 1,679 | $ 2 | - | $ - | $ 57,499,296 | $ (18,822,965) | $ 38,677,033 |
| Issuance of Series A Preferred shares | 186,358 | 186 | - | - | - | - | - | - | - | - | 18,635,568 | - | 18,635,754 |
| Issuance of Series A Common shares | - | - | 36,085 | 36 | - | - | - | - | - | - | 41,779 | - | 41,815 |
| Issuance of Series B Preferred shares | - | - | - | - | 3,216 | 3 | - | - | - | - | 321,706 | - | 321,709 |
| Issuance of Series B Common shares | - | - | - | - | - | - | 640 | 1 | - | - | 721 | - | 722 |
| Issuance of Series C Common shares | - | - | - | - | - | - | - | - | 1,313 | 1 | 999,999 | - | 1,000,000 |
| Net loss | - | - | - | - | - | - | - | - | - | - | - | (1,346,391) | (1,346,391) |
| Balance, December 31, 2021 | 752,587 | 752 | 163,137 | 163 | 10,700 | 10 | 2,319 | 3 | 1,313 | 1 | 77,499,069 | (20,169,356) | 57,330,642 |
| Net loss | - | - | - | - | - | - | - | - | - | - | - | (16,524,868) | (16,524,868) |
| Balance, December 31, 2022 | $ 752,587 | $ 752 | 163,137 | $ 163 | 10,700 | $ 10 | 2,319 | $ 3 | 1,313 | $ 1 | $ 77,499,069 | $ (36,694,224) | $ 40,805,774 |

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See Notes to Consolidated Financial Statements.

## Coastal Waste & Recycling, Inc.

### Consolidated Statements of Cash Flows
### Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| Cash flows from operating activities | | |
| Net loss | $ (16,524,868) | $ (1,346,391) |
| Adjustments to reconcile net loss to net cash provided by operating activities | | |
| Depreciation and amortization | 31,336,048 | 16,524,798 |
| Amortization of finance lease right-of-use assets | 832,811 | - |
| Amortization of deferred financing costs | 598,461 | 166,366 |
| Net changes in operating lease right-of-use assets and liabilities | 165,904 | - |
| Deferred income taxes | - | (907,510) |
| Accrued interest on note receivable from officer | (825) | (825) |
| Accrued interest on convertible notes payable | 7,737 | - |
| Accrued interest on finance lease liabilities | 298,080 | - |
| Bad debt expense | 90,128 | 105,424 |
| (Gain) loss on sale of property and equipment | 469,860 | (655,165) |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (10,695,745) | (10,456,712) |
| Deferred commissions | (292,691) | (215,701) |
| Prepaid expenses and other current assets | 5,404,604 | 2,469,176 |
| Contract fulfillment costs | (3,956,910) | - |
| Deposits and other assets | (253,513) | (221,553) |
| Accounts payable | 405,595 | (363,909) |
| Accrued expenses | 6,086,313 | 3,953,062 |
| Deferred revenue | 2,208,248 | 1,109,130 |
| Other long-term liabilities | (41,400) | 262,304 |
| Net cash provided by operating activities | 16,137,837 | 10,422,494 |
| Cash flows from investing activities | | |
| Acquisition of business, net of cash acquired | (4,227,694) | (71,833,485) |
| Deposit on contract | 4,227,694 | (4,227,694) |
| Proceeds from sale of property and equipment | 2,812,198 | 4,206,536 |
| Purchase of property and equipment | (79,544,818) | (35,249,113) |
| Net cash used in investing activities | (76,732,620) | (107,103,756) |

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## Coastal Waste & Recycling, Inc.

### Consolidated Statements of Cash Flows
### Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| Cash flows from financing activities | | |
| Net advances (repayments) on line of credit | 30,833,807 | (17,018,475) |
| Proceeds from draw to credit loans | 39,525,849 | - |
| Proceeds from issuance of Preferred stock | - | 18,957,463 |
| Proceeds from issuance of Common stock | - | 1,042,537 |
| Proceeds from term loan | 2,375,000 | 95,000,000 |
| Repayment of term loan | (6,887,500) | - |
| Proceeds from related party bridge notes | - | 21,000,000 |
| Repayment of related party bridge notes | - | (21,000,000) |
| Principal payments on finance leases | (73,813) | - |
| Proceeds from convertible notes payable | 4,000,000 | - |
| Payment on notes payable | (387,026) | (451,967) |
| Payment on other borrowings | (7,544,281) | (405,741) |
| Deferred financing costs | (268,168) | (1,900,887) |
| Change in cash overdrafts | (1,030,349) | 1,139,430 |
| Net cash provided by financing activities | 60,543,519 | 96,362,360 |
| Net decrease in cash and restricted cash | (51,264) | (318,902) |
| Cash and restricted cash, beginning | 274,044 | 592,946 |
| Cash and restricted cash, end | $ 222,780 | $ 274,044 |
| Supplemental disclosures of cash flow data | | |
| Interest paid | $ 12,318,959 | $ 5,008,096 |
| Taxes paid | $ - | $ - |
| Noncash investing and financing activities | | |
| Purchase accounting adjustment of goodwill and accounts receivable | $ 261,535 | $ - |
| Purchase accounting adjustment of goodwill and accounts payable | $ 374,501 | $ 279,188 |
| Prepaid insurance financed through loan payable | $ 3,696,794 | $ 5,382,487 |
| Seller note for acquisition of business | $ - | $ 8,000,000 |
| Property and equipment financed through notes payable | $ - | $ 266,926 |

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See Notes to Consolidated Financial Statements.

# 12
# Forms

# Addendum #1 - CLARIFICATIONS

(Issued Friday, October 13, 2023)

## RFP 2023-2-PW, Solid Waste Removal Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: Is C&D exclusive to this contract?*

Answer 1: Yes, it is exclusive.

---

*Question 2: Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?*

Answer 2: Please see Section 3.19.

---

*Question 3: What is the projected growth for the city in terms of:*

- *Single-family homes*
- *Multi-family buildings*
- *Commercial developments*

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

---

*Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?*

Answer 4: No.

---

*Question 5: Can city provide current residential rates?*

Answer 5: The current residential rate per single family unit charged by current provider is $33.81, including disposal.

---

*Question 6: Can city provide a past utility bill showing the current residential rate?*

Answer 6: No.

---

*Question 7: Under Section 5.6.11 Education Services, the section references the ability of the City to award a separate contract for bulk Services. Will the City accept a proposal in response to the RFP for the collection of bulk and yard waste ONLY as referenced in the aforementioned section, so long as all other provisions required in the RFP are satisfied?*

Answer 7: **1.9.1** 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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

---

*Question 8: How many pricing forms need to be submitted and should they all be in sealed envelope?*

Answer 8: THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR "RFP 2023-2-PW ,Solid Waste Removal Services". Please include a sealed pricing form for each submittal.

---

*Question 9: Does every proposal hard copy and digital copy require a sealed cost envelope?*

Answer 9: See above response.

---

*Question 10: Is there a bid bond form?*

Answer 10: See attachment T (Bond Form(s)).

---

*Question 11: Referencing 5.3 Definitions, Section 5.3.1.6. Would landscaper-generated bulk fall within the guidelines given by this clause?*

Answer 11: Any yard waste materials generated from a property, and placed to the curb, are eligible for service as long as it is within the CY (cubic yard) limitation.

---

*Question 12: Is the contractor required to provide all new carts at commencement of the contract. If so, who retains ownership of the carts at its conclusion?*

Answer 12: Please refer to section 5.6.2.

---

*Question 13: Please confirm annual bond form will be allowed to be used based on the language in the RFP the bond where it does reference annual form is allowed with annual documentation (continuation certificate) OR if the bond form included in the RFP will just be written for one-year?*

Answer 13: Please refer to Section 4.4 Bonds

---

*Question 14: Is the City going to offer a virtual option to attend this mornings pre-bid meeting for the above referenced bid. If so, please provide the link.*

Answer 14: Pre-bid meeting has passed.

*Question 15: Given the concerns over long-term cost stability and the aim for accurate adjustments reflective of economic changes, would the City of Cooper consider adopting a standard CPI table using Series Id: CUSR0000SEHG02 as a basis for pricing adjustments, rather than maintaining a fixed pricing mechanism?*

Answer 15: No.

*Question 16: Pg 18 3.30.3 Considering the significant capital investment required for the execution of this contract, would the City of Cooper be open to revisiting and potentially removing the 'Termination for Convenience' clause to ensure stability and financial assurance for both parties involved?*

Answer 16: No.

*Question 17: page 7 - 1.9.7 Will the City Consider a mutual consent clause AND negotiated terms?*

Answer 17: No.

*Question 18: Page 8 P-Card, will the City Consider an ACH form of payment? If not, pricing will need to cover our fees.*

Answer 18: Please refer to Section 1.10.

*Question 19: Pg 13. Scope of service Given the substantial financial investment involved, estimated in millions of dollars, and recognizing that most, if not all, industry leaders would hesitate to participate if they lacked confidence in their ability to perform, would the City of Cooper consider eliminating Section 3.17, the Service Test Period?*

Answer 19: No

*Question 20: Pg. 7 sect 1.9.3 please clarify the city's intent on this section?*

Answer 20: Section 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 Bidder, 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.

*Question 21: Pg. 14 Can the City Clarify the intent on pg. 14, regarding the non-excusive clause?*

Answer 21: 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.

*Question 22: What is the Current residential collection per unit rate without any disposal cost or franchise fee cost?*

Answer 22: $23.57

*Question 23: Pg 10. Estimated Quantities, Is the Cities Intent to have Bulk Services awarded separately, recycling separately? Solid waste Separately?*

Answer 23: See response to Question 7.

*Question 24: Pg 13. Are contractor performance reviews conducted monthly, quarterly, or annually? Alternatively, is the aim to evaluate performance primarily for a potential renewal option after the 7-year period?*

Answer 24: Likely perform the initial review in the first 6 months, and annually thereafter.

*Question 25: Pg 14 please clarify 3.22 Non-exclusive? Please clarify this section.*

Answer 25: See response to Question 21.

*Question 26: Pg 34 Will the city Consider providing the house count monthly?*

Answer 26: No.

*Question 27: Pg.66 Damage to Property Will the City consider adding provisions to ensure that a company cannot be held responsible for damages or neglect that they did not directly cause?*

Answer 27: Please provide language for the city to consider.

*Question 28: Pg. 66 admin charges, Does the City maintain historical records of the administrative charges levied?*

Answer 28: No.

*Question 29: Pg 66 Based on Section 5.15, which suggests administrative charges for mixing yard waste with MSW, can infer that the City mandates the use of dedicated vehicles exclusively for the collection of yard waste carts. Is this the case?*

Answer 29: No.

*Question 30: Section 5.18 indicates that the franchise fee and the 3% admin cost should not be added as line items on the City's invoice but should instead be addressed with a separate check. However, there appears to be an inconsistency in the subsequent examples. To clarify, does the City prefer a distinct check specifically for these fees?*

Answer 30: Yes.

*Question 31: Section 1.9.7 mentions a 180-day extension at the existing rates, whereas Section 5.20 post-contractual obligations hint at a duration not exceeding 12 months. This suggests that the city could potentially secure a full year of services without revisiting the rate discussions. Could the City please provide clarity and ensure consistency regarding the maximum duration for which services can be extended at the agreed-upon rates?*

Answer 31: Section 5.20 POST CONTRACTUAL OBLIGATIONS has been revised:

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed ~~12 months~~ until the City establishes a new contract for services.

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #1 – Clarifications

To the following information:

Section 5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the City establishes a new contract for services.

## 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:* [signature] *Company:* Coastal Waste & Recycling, Inc.

*Print Name:* Brendon Pantano *Date:* Ocotber 19, 2023

# Addendum #2 - CLARIFICATIONS

(Issued Friday, October 20, 2023)

## RFP 2023-2-PW, Solid Waste Removal Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: I am working on the Solid Waste Removal Services RFP and noticed that there are Performance Bond Forms but not Proposal or Bid Bond Forms? Are there any bid bond forms?*

Answer 1: Please note that while the City does not provide a specific bid bond form, proposers may obtain a bid bond form from their respective surety providers. Section 4.4.2 outlines the bid bond requirements and any necessary information regarding bid bond submission.

---

*Question 2: Section 3.21 – Would the City agree to add the following language: "Provided, however, the Proposer has no obligation to indemnify the City for its own negligent or wrongful conduct."*

Answer 2: No.

---

*Question 3: Section 3.23 – Would the City agree to add pandemics and storms to the list of Force Majeure events?*

Answer 3: No.

---

*Question 4: Would the City agree to make any termination for convenience rights in the agreement mutual as to both parties?*

Answer 4: No.

---

*Question 5: Section 3.35(d) – Would the City add "upon request of the City" before "shall be delivered"?*

Answer 5: No.

---

*Question 6: Section 5.5.7 – Would the City change "may" to "shall" be eligible for additional compensation?*

Answer 6: No.

---

*Question 7: Article 3.1 Draft Agreement – Can "of both parties" be added after "consent and agreement"?*

Answer 7: Specimen Agreement, Article 3.1 has been revised:

**ARTICLE 3**
**TERM AND TERMINATION**

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement.

To the following information:
3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

---

*Question 8: Article 10.1.4 of Draft Agreement – Can "and upon request of City" be added after "Upon completion of the contract"?*

Answer 8: Please revisit Article 10.1.4 in the Specimen Agreement, more particularly the second sentence.

---

*Question 9: Article 7.1.4 of Draft Agreement – Please confirm this section can be removed as Professional liability insurance is not applicable and not required.*

Answer 9: Specimen Agreement, Article 7.1.4 has been revised:

7.1.4 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.

To the following information:
~~7.1.4 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.~~

---

*Question 10: Would the City consider amending provision 3.30.3 to read "at least one hundred and eighty (180) days prior to the effective date of such cancellation."*

Answer 10: Section Article 3.30.3 has been revised:

**3.30.3 Termination for Convenience**
The City reserves the right, in its best interest as determined by the City, to cancel this Agreement 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 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.

To the following information:
The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least ninety (90) 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 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.

---

*Question 11: Regarding section 5.7.1.j on page 52, can the City confirm if submitting a monthly report would be an acceptable alternative for meeting the requirements instead of the mandated 5-business-day service change communication window?*

Answer 11: Please refer to Section 5.7.1(J).

---

*Question 12: In reference to section 5.7.1.m on page 53, is the City open to removing the bolded text (from 'Regulation by Cooper City' to 'Contractor's rates')? If not, would the City permit the contractor to disseminate this information to customers via email or an additional page separate from the terms of the agreement?*

Answer 12: No, "Regulation by Cooper City" will not be removed. Yes, the City will permit the contractor to disseminate this information electronically, via email or as an additional page added to the agreement.

---

*Question 13: In the past 12 months, City Facilities have generated 55 pulls with 395 tons. Does the City anticipate this volume to remain consistent in the coming years?*

Answer 13: Please refer to Section 3.5 Estimated Quantities.

---

*Question 14: Can the City confirm the facility where the recycling materials are required to be delivered?*

Answer 14: Cooper City has a Recycables Processing Agreement with WM that directs volumes to 2380 College Avenue in Davie. WM has the right to direct materials to any of its 3 facilities in Broward County including Reuters Pembroke Pines and it's Sun facility in Deerfield Beach. See excerpt below:

5. **SERVICE:**
Customer shall have the option to deliver Recyclables, at Customer's expense, to 2380 College Avenue Davie FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.

---

*Question 15: Can the City confirm whether the price to be entered on the Cost Proposal Sheet for the residential rate should be the monthly rate per home, INCLUDING Franchise and Administrative Fees?*

Answer 15: Yes.

---

*Question 16: On the Cost Proposal Sheet, can the City confirm whether the 'Monthly Collection Fee Rate' for Commercial Waste in a 96-gallon container pertains to a service provided once per week? If not, could the City specify the figure that should be entered in the 'Monthly Collection Fee' field?*

Answer 16: Yes.

---

*Question 17: Is it the City's intent to change how the hauler is compensated for collection service of the 641 multifamily units currently serviced by frontload from a per-yard rate to a curbside residential per-unit rate?*

Answer 17: Yes.

---

*Question 18: Can the City clarify how the hauler will be compensated for the disposal of waste from the 641 multifamily units*

*currently serviced by front-load containers, given that the curbside per unit residential rate excludes disposal fees?*

Answer 18: Hauler should include any and all costs related to this service in their residential per-unit collection rate.

---

*Question 19: Section 1.9.1 AWARD OF CONTRACT*

*Is the proposer required to submit pricing for all options regarding the bulk services in order to be responsible and responsive?*

Answer 19: No, please refer to Section 1.9.1(1).

---

## 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:* | Coastal Waste & Recycling, Inc. |
| *Print Name:* | Brendon Pantano | *Date:* | 10/20/2023 |

**ATTACHMENT A**
*(Page 1 of 6)*

# City of Cooper City, Florida

## PROPOSAL FORMS

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# Solid Waste Removal Services

# RFP 2023-2-PW

## Proposal Due: Monday, October 23, 2023

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For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by: Coastal Waste & Recycling, Inc.
(Company name)

**ATTACHMENT A**
*(Page 2 of 6)*

**Project**: Solid Waste Removal Services
**Contract Identification:** RFP 2023-2-PW
**Bids submitted to:** Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal 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/Proposal 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/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal 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/Proposal, 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/Proposal 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/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
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.

**ATTACHMENT A**
*(Page 3 of 6)*

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 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 Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

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.

| | |
|---|---|
| x | Proposal Form (Completed and Signed) |
| x | Transmittal Letter |
| x | Reference Form |
| x | Public Entity Crimes (PEC) Form |
| x | ADA Affidavit |
| x | Business Entity Affidavit |
| x | Bidder's Foreign (Non-Florida) Corporate Statement (If applicable) |
| x | W-9, Request for Taxpayer Identification Number |
| x | Proof of Workers Compensation Insurance or Exemption |
| x | Proof of Liability Insurance |
| x | Ownership Disclosure Affidavit |
| x | Drug-Free Workplace Certificate |
| x | Employee Background Verification Affidavit |
| x | Scrutinized Companies Affidavit |
| x | Non-Conflict of Interest Statement |
| x | E-Verify Form |
| x | City Facilities |
| x | City Map(s) |
| x | Schedule(s) |
| x | Bond Form(s) |

**ATTACHMENT A**
*(Page 4 of 6)*

## TRANSMITTAL LETTER

I, Matthew Cowan, a resident of Palm Beach in the State of Florida, DO HEREBY CERTIFY that I am the Clerk/Secretary of Coastal Waste & Recycling, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida; that I have custody of the records of the corporation; and that as of the date of this certification, Brendon Pantano holds the title of CEO of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 18 day of October, 2023.

(Affix Seal Here)

Clerk/Secretary

**Note:**

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

**ATTACHMENT A**

*(Page 5 of 6)*

## Bidder's Contact Information

Name of Company: Coastal Waste & Recycling, inc.

Address: 2481 SW 2nd Ave.

Boca Raton, FL 33431

Type of Business: solid waste and recycling service provier

Company's Website: www.coastalwasteinc.com

---

Authorized Signatory Contact: Brendon Pantano

Title: CEO

Tel: 954-947-4000 Mobile: _____

Email Address (Required): bpantano@coastalwasteinc.com

---

Primary Contact: John Casagrade

Title: Vice President

Tel: 954-947-4000 Mobile: 954-444-7457

Email Address (Required): jcasagrande@coastalwasteinc.com

---

Additional Contact & Title: Trevor Black, Area Manager

Tel: 954-947-4000 Mobile: 315-406-1957

Email Address (Required): tblack@coastalwasteinc.com

---

Remit to Address: 2481 NW 2nd Ave.,Boca Raton, FL 33341

Remit to Contact: Name: John Casagrade Tel: 954-947-4000

Remit to Email: jcasagrande@coastalwasteinc.com

**ATTACHMENT A**

*(Page 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

**STATE:** **FLORIDA**
**COUNTY:** Palm Beach

**Sworn to (or affirmed) and subscribed before me this** 18 **day of** October, 2023 **by:** Brendon Pantano

*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

*Signature of Notary Public - State of Florida*

Eileen Damaso

*Name of Notary Typed, Printed, or Stamped*

**Personally Known** X **OR** **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. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: City of Pompano Beach
   ADDRESS: 1190 NE 3rd Ave., Pompano Beach, FL 33060
   CONTACT NAME & TITTLE: Russell Ketchem, Solid Waste Services Director
   TELEPHONE: (954) 786-5516
   E-MAIL (REQUIRED): russell.ketchem@copbfl.com
   CONTRACT PERIOD: FROM: 10/1/2022 TO: 9/30/2027 + two 10 year renewal option

2. ENTITY/COMPANY NAME: Town of Davie
   ADDRESS: 8800 SW 36th Street, Davie, FL 33328
   CONTACT NAME & TITTLE: Phillip Holste, Assistant Town Manager
   TELEPHONE: (954) 797 -1041
   E-MAIL (REQUIRED): pholste@davie.fl.gov
   CONTRACT PERIOD: FROM: 6/1/2021 TO: 12/31/30 + three 5 year renewal option

3. ENTITY/COMPANY NAME: City of Fort Lauderdale
   ADDRESS: 949 NW 38th St., Fort Lauderdale, FL 33309
   CONTACT NAME & TITTLE: Melissa Doyle, Program Manager
   TELEPHONE: (954) 828-6111
   E-MAIL (REQUIRED): mdoyle@fortlauderdale.gov
   CONTRACT PERIOD: FROM: 12/1/2020 TO: 9/30/2023

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**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: Brendon Pantano
*(print individual's name and title)*

for: Coastal Waste & Recycling, Inc.
*(print name of entity submitting sworn statement)*

whose business address is: 2481 NW 2nd Ave.,Boca Raton, FL 33341

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2069658.

*(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,

**ATTACHMENT C**

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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).

X 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.**

**STATE:** **FLORIDA**
**COUNTY:** Palm Beach

**Sworn to (or affirmed) and subscribed before me this** 18 **day of** October, 2023, **by:** Brendon Pantano.

*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

*Signature of Notary Public - State of Florida*

(NOTARY SEAL)

Eileen Damaso

*Name of Notary Typed, Printed, or Stamped*

**Personally Known** X **OR** **Produced Identification** _____

**Type of Identification Produced** _____

Signature

**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: Brendon Pantano
*(print individual's name and title)*

for: Coastal Waste & Recycling, Inc.
*(print name of entity submitting sworn statement)*

whose business address is: 2481 NW 2nd Ave.,Boca Raton, FL 33341

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2069658
*(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: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by Brendon Pantano.
*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

*Signature of Notary Public - State of Florida*
Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, Brendon Pantano, 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:

82-2069658
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Coastal Waste & Recycling, Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2481 NW 2nd Ave., Boca Raton, FL 33431
Street Address City State

Delaware, August 18, 2017
State and Date of Incorporation:

Signature of Affiant — October 18, 2023 (Date)

Brendon Pantano (Print Name) — October 18, 2023 (Date)

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano
*Name of person making statement*

*Signature of Notary Public - State of Florida*

EILEEN DAMASO (NOTARY SEAL) MY COMMISSION # FF 420465 EXPIRES: November 11, 2027

Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X 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 form 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 in 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. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**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.
Coastal Waste & Recycling, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
2481 SW 2nd Ave.
6 City, state, and ZIP code
Boca Raton, FL 33431

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

**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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 82-2069658

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ October 18, 2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## 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*, later.

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

## 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:

1. 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.
2. 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.faia.com, 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 submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Insurance@cooperCity.gov.

# CERTIFICATE OF LIABILITY INSURANCE

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

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

**PRODUCER**
HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove IL 60515

**CONTACT NAME:** CSU Construction
**PHONE (A/C, No, Ext):** 630-468-5600 **FAX (A/C, No):**
**E-MAIL ADDRESS:** CSUConstruction@Hubinternational.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Westchester Surplus Lines Insurance Co. | 10172 |
| INSURER B : Axis Surplus Insurance Company | 26620 |
| INSURER C : Endurance American Specialty Insurance Company | 41718 |
| INSURER D : American Zurich Insurance Company | 40142 |
| INSURER E : Zurich American Insurance Company | 16535 |
| INSURER F : | |

**INSURED** COAWAST-01
Coastal Waste & Recycling, Inc.
(Named Insureds are continued below)
1840 NW 33rd Street
Pompano Beach FL 33064

**COVERAGES** **CERTIFICATE NUMBER:** 1731974506 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>X XCU Cov Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | G7257803A | 5/4/2023 | 5/4/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| E | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X MCS-90 | | | BAP 4425367 | 5/4/2023 | 5/4/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Pers Inj Prot (PIP) | $ 2,000,000<br>$<br>$<br>$<br>$ 10,000 |
| B<br>C | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | P-001-000888344<br>EXT3001924680 | 5/4/2023<br>5/4/2023 | 5/4/2024<br>5/4/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 0779247 01 (FL) | 4/27/2023 | 4/27/2024 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Contractor's Pollution | | | G7257803A | 5/4/2023 | 5/4/2024 | Each Occ/Aggr<br>Deductible: | $1MM/$2MM<br>$5,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Named Insureds: Roco Waste & Recycling LLC; Big Apple Demolition Removal, Inc.; World Waste Recycling, Inc. dba Coastal Waste & Recycling; Precision Portables, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings, LLC; Coastal Waste & Recycling of Broward County, LLC dba Thoroughbred Waste Services dba Ideal Site Services; Coastal Waste & Recycling of Martin County, LLC; Coastal Waste & Recycling of Palm Beach County, LLC dba Aquarius Recycling; Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of Miami-Dade County, LLC; Coastal Waste & Recycling of Florida, Inc.; Sunshine Recycling Services of SW FL LLC; Coastal Waste & Recycling of SW Florida, LLC; Eastern Waste Systems, Inc.; Coastal Waste & Recycling of Georgia, LLC; Coastal Waste & Recycling of Central Florida, LLC.

See Attached...

**CERTIFICATE HOLDER**

PROOF OF INSURANCE
XXXXXXXXXXXXX
XXXXXXX XX XXXXX

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Neil R. Hughes

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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| HUB International Midwest Limited | Coastal Waste & Recycling, Inc.<br>(Named Insureds are continued below)<br>1840 NW 33rd Street<br>Pompano Beach FL 33064 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Vehicles are included on attachment.


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**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 |
|---|---|---|
| Brendon Pantano | 2481 NW 2nd Ave., Boca Raton, FL 33431 | CEO % |
| Kristi Beaudoin | 2481 NW 2nd Ave., Boca Raton, FL 33431 | CFO % |
| Dennis Pantano | 2841 NW 2nd Ave., Boca Raton, FL 33431 | COO % |
| Mathew Cowan | 2481 NW 2nd Ave., Boca Raton, FL 3331 | Secretary |

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:

N/A

Signature of Affiant

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October 2023 by: Brendon Pantano.
*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

*Signature of Notary Public - State of Florida*
Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X 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**)

Coastal Waste & Recycling, Inc.

1. 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.
2. 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. 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.
5. 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.
6. 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

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023 by: Brendon Pantano.
*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
NOTARY SEAL

*Signature of Notary Public - State of Florida*

Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

## ATTACHMENT K

## EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Brendon Pantano of Coastal Waste & Recycling, Inc., 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

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano.
*Name of person making statement*

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

*Signature of Notary Public - State of Florida*

Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

**ATTACHMENT L**

# Scrutinized Companies Affidavit

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, Brendon Pantano, CEO, on behalf of, Coastal Waste & Recycling, Inc.
**Print Name and Title** **Company Name**

certify that Coastal Waste & Recycling, Inc. 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.

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano
Name of person making statement

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

Coastal Waste & Recycling, Inc.
COMPANY NAME

Brendon Pantano, CEO
PRINT NAME & TITLE

SIGNATURE

## ATTACHMENT M

## NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the CEO [Insert Title] of Coastal Waste & Recycling, Inc. [Insert Company Name] with a

a. local office in 3900 NE 10th Way Pompano Beach, FL 33064 and principal office in 2481 NW 2nd Ave., Boca Raton, FL 33341.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. 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.

5. 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 restraints 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 of Affiant

Brendon Pantano, CEO
Printed Name & Title of Affiant

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023 by: Brendon Pantano
Name of person making statement

Signature of Notary Public State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Personally Known X OR Produced Identification ___

Type of Identification Produced ___

**ATTACHMENT N**
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

***TO BE RETURNED WITH PROPOSAL***

Project Name: Solid Waste Removal Services

Project No.: 2023-2 PW

1. Definitions:

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

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

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

2. 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:

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

b) All persons (including sub vendors/subconsultants/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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**
**(Page 2 of 2)**

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the 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 1 year after the date of termination.

| | |
|---|---|
| Company Name: | Coastal Waste & Recycling, Inc. |
| Authorized Signature: | |
| Print Name: | Brendon Pantano |
| Title | CEO |
| Date: | October 18, 2023 |
| Phone: | 954-947-4000 |

**STATE:** **FLORIDA**
**COUNTY:** Palm Beach

**Sworn to (or affirmed) and subscribed before me this** 18 **day of** October, 2023, **by:** Brendon Pantano.
*Name of person making statement*

*Signature of Notary Public - State of Florida*

Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

EILEEN DAMASO (NOTARY SEAL)
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

**Personally Known** X **OR** **Produced Identification** _____

**Type of Identification Produced** _____

# ATTACHMENT O

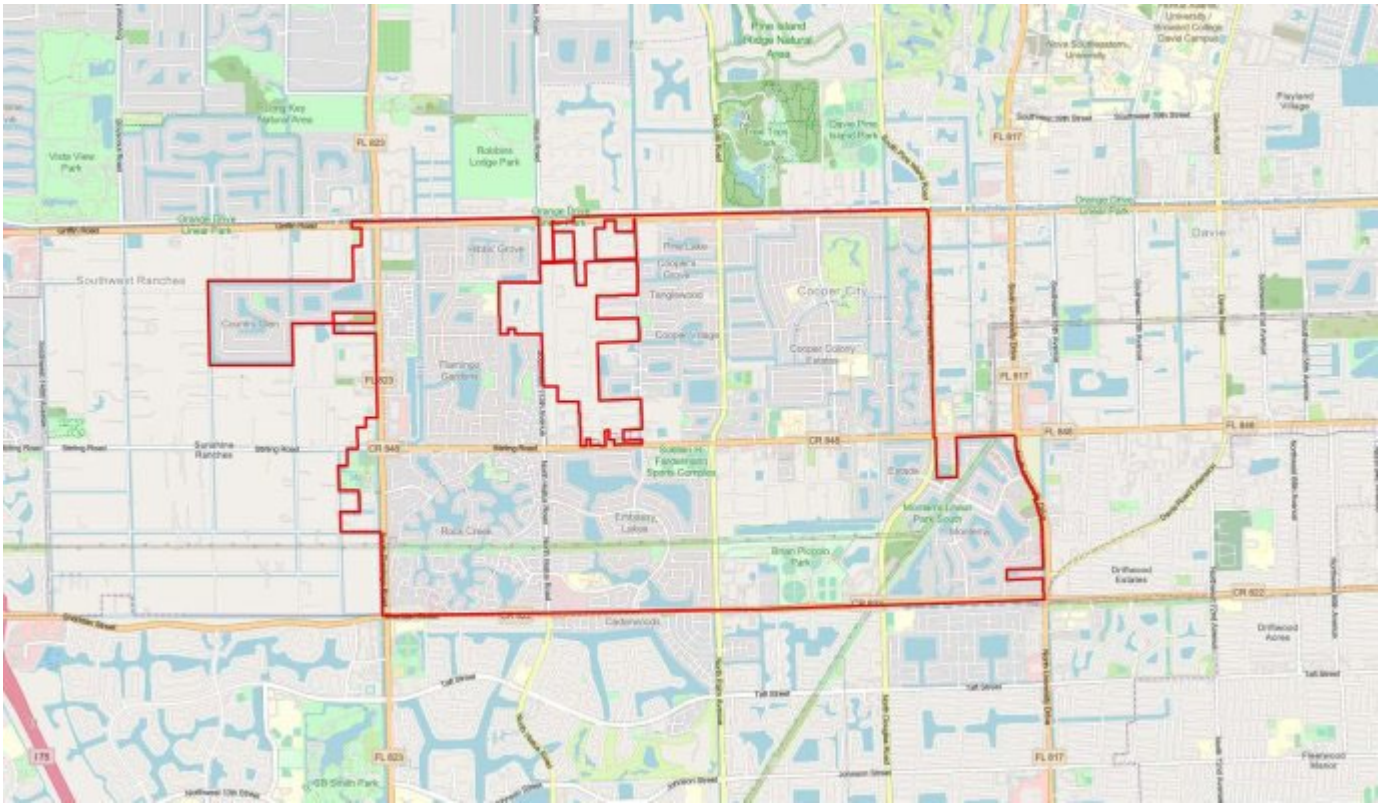
## City Facilities

| Dept. | Location | Site Adress | Service Frequency | Container Type | Container Size |
|---|---|---|---|---|---|
| City Hall | City Hall | 9090 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy - short |
| City Hall | City Hall | 9090 SW 50 Place | 1 x per week | 3 Recycle carts | 96 gallons |
| Community Center | Community Center | 9000 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy |
| Community Center | Community Center | 9000 SW 50 Place | 1 x per week | 1 Recycle cart | 96 gallon |
| Public Works | Public Works | 9070 SW 51 Street | 1 x per week | 1 Recycle dumpster | 6 cy |
| Public Works | Public Works | 9070 SW 51 Street | As needed | 2 Roll off | 20 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 2 x per week | 1 Dumpster | 6 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | As needed | 1 Roll off | 20 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Police Dept | Police Dept. | 10580 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Police Dept | Police Dept. | 10580 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 2 x per week | 1 Dumpster | 6 cy |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 1 x per week | 2 Recycle carts | 96 gallons |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 2 x per week | 2 Dumpsters | 6 cy |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 1 x per week | 1 Recycle dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 2 x per week | 1 Dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 1 x per week | 2 Recycle carts | 96 gallon |
| Utilities | Utilities | 11791 SW 49 St | 2 x per week | 2 Dumpster | 14 cy & 16 cy |
| Utilities | Fleet | 11221 SW 49 St | As needed | 2 Dumpster | 30 cy |
| Fleet | Fleet | 11221 SW 49 St | 2 x per week | 1 Dumpster | 4 cy - short |
| Fleet | Fleet | 11221 SW 49 St | As needed | 3 Roll off | 30 cy |

## ATTACHMENT P

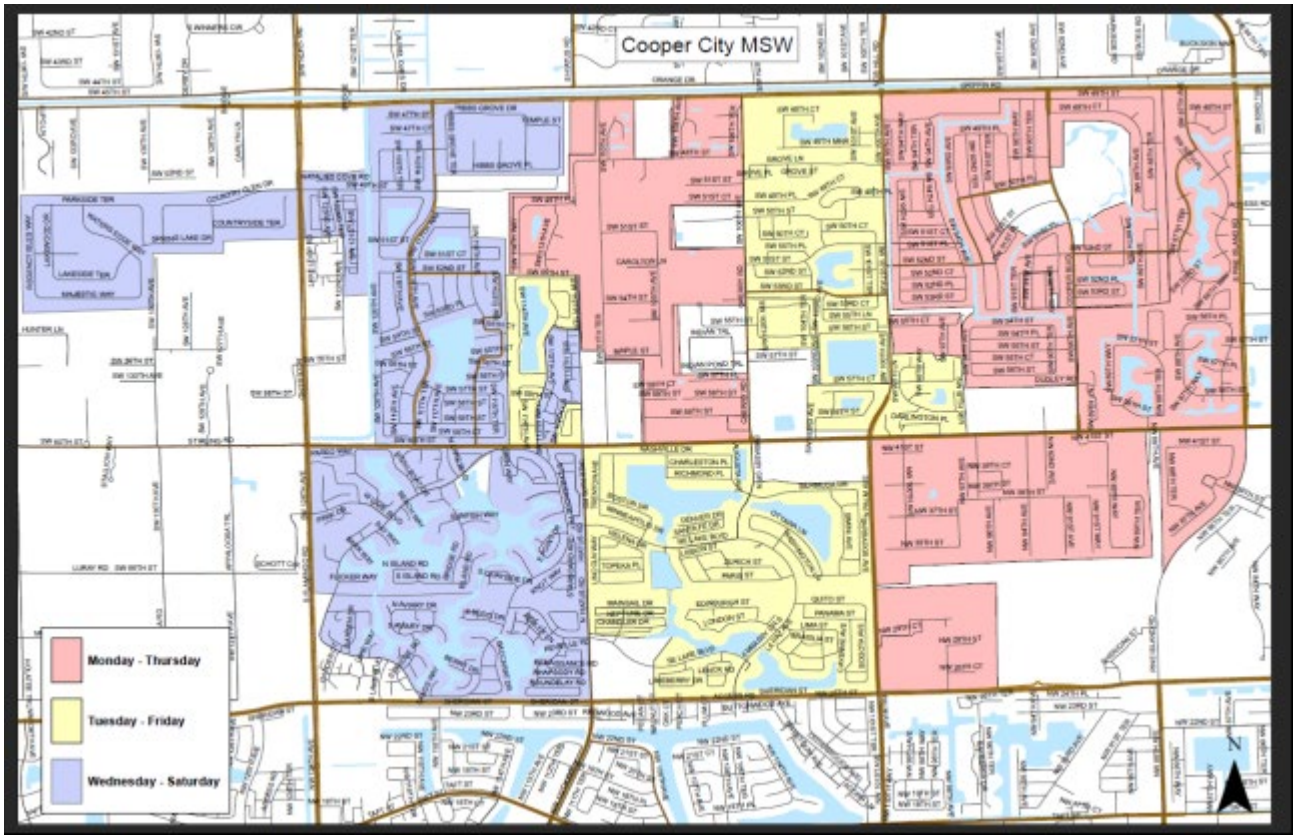
## City Map

### City of Cooper City Boundary Map



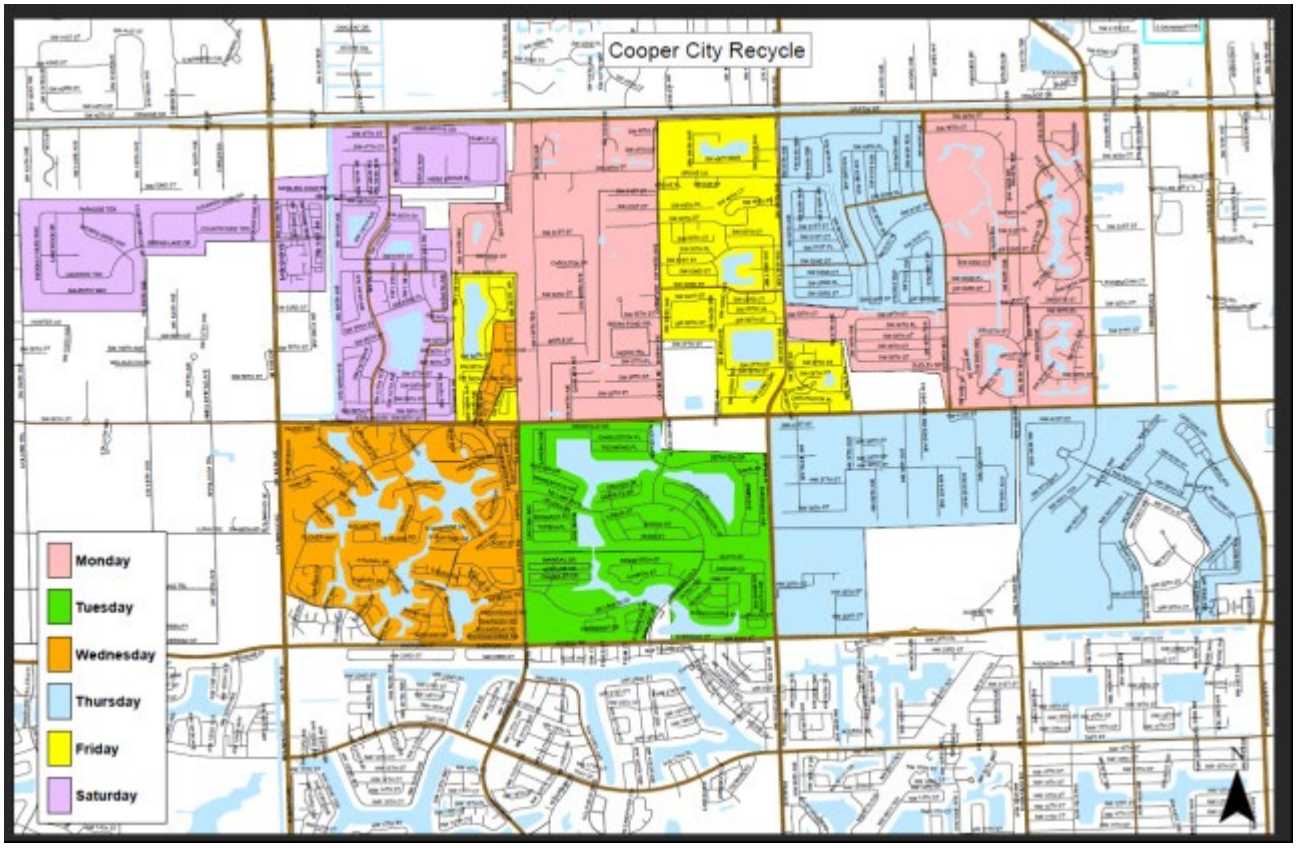
## ATTACHMENT Q

## City of Cooper City MSW Schedule



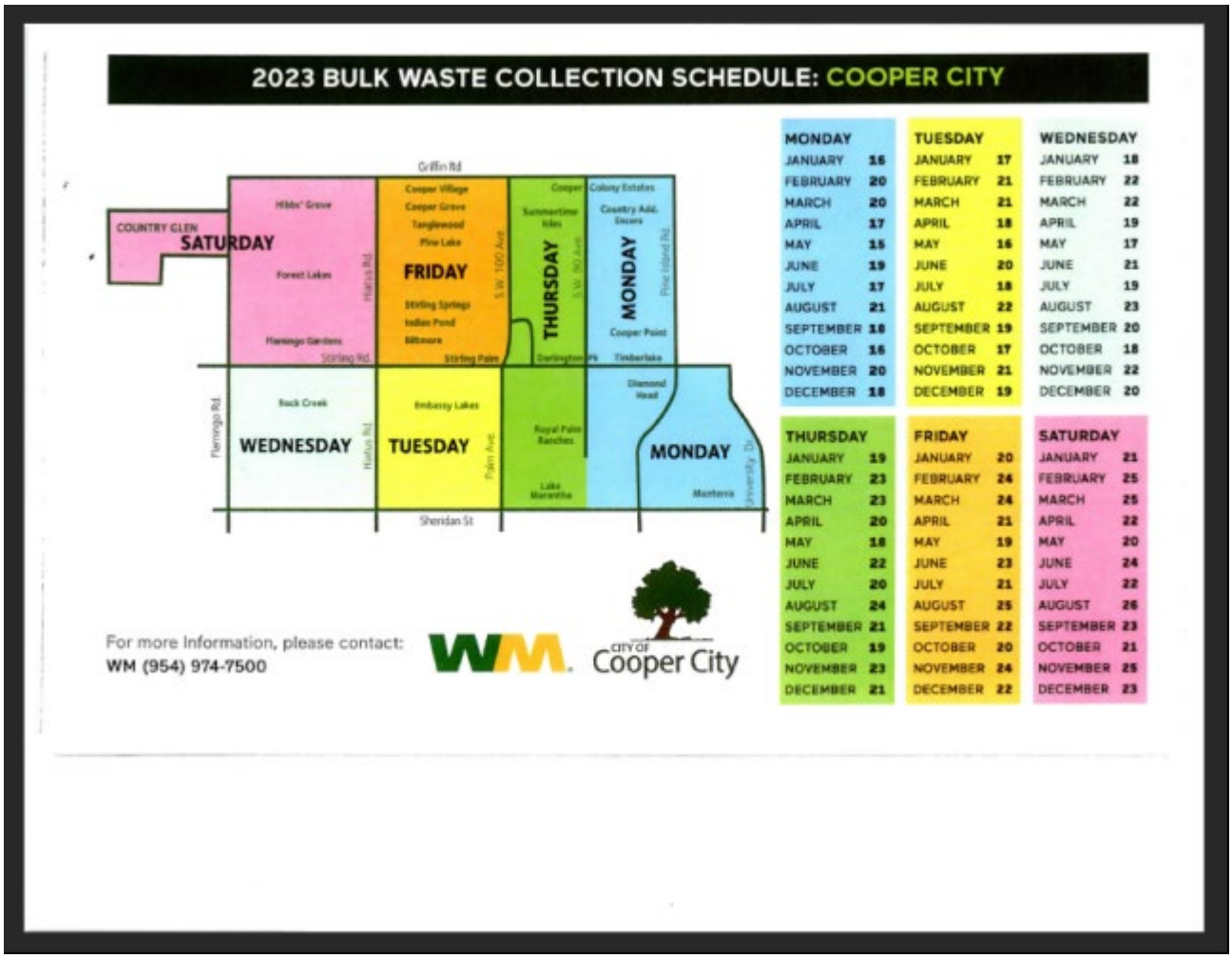
## ATTACHMENT R

## City of Cooper City Recycle Schedule



**ATTACHMENT S**

**City of Cooper City Bulk Waste Schedule**



**ATTACHMENT T**

**Bond Form(s)**

# CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($ ) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR**:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

## CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

# CITY OF COOPER CITY PAYMENT BOND
# COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

# FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

**1.** Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

**2.** Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

**2.1** A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

**2.2** A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

**2.3** Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

**2.4** Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

**2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

**ATTACHMENT A**

*(Page 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023 by: Brendon Pantano.
*Name of person making statement*

*Signature of Notary Public - State of Florida*

(NOTARY SEAL)
EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Eileen Damaso
*Name of Notary Typed, Printed, or Stamped*

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

***Annual costs will be calculated by [Monthly costs x total units x 12 months]***

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) |
|---|---|---|---|---|---|---|---|---|
| Residential Garbage (Price Per Unit, Per Month) | 10919 | $ 10.00 | $ 10.50 | $ 11.03 | $ 11.58 | $ 12.16 | $ 12.76 | $ 13.40 |
| Residential Recycling (Price Per Unit, Per Month) | 10919 | $ 6.18 | $ 6.49 | $ 6.81 | $ 7.15 | $ 7.51 | $ 7.89 | $ 8.28 |

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) |
|---|---|---|---|---|---|---|---|---|
| Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) | 10919 | $ 4.65 | $ 4.88 | $ 5.13 | $ 5.38 | $ 5.65 | $ 5.93 | $ 6.23 |
| **OPTION A** Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) | 10919 | $ 6.65 | $ 6.98 | $ 7.33 | $ 7.70 | $ 8.08 | $ 8.49 | $ 8.91 |
| **OPTION B** Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month) | 10919 | $ 4.65 | $ 4.88 | $ 5.13 | $ 5.38 | $ 5.65 | $ 5.93 | $ 6.23 |
| **OPTION C** **Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)** | **10919** | **$ 4.65** | **$ 4.88** | **$ 5.13** | **$ 5.38** | **$ 5.65** | **$ 5.93** | **$ 6.23** |
| Additional Bulk Service at Customer's Expense (Price Per cubic yard) | 1000 | $20.00 | $21.00 | $22.05 | $23.15 | $24.31 | $25.53 | $26.80 |
| Emergency Bulk Service (Hourly Rate includes Truck and Driver) | 1 | $95.00 | $99.75 | $104.74 | $109.97 | $115.47 | $121.25 | $127.31 |

*Annual costs will be calculated by [Monthly costs x total units x 12 months]*

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

**Commercial Cart- Year 1**

| | Unit Count | Monthly Collection Fee | Monthly Disposal Fee | Total per Month (Per Cart, Per Service Day) |
|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart | 1 | $ 44.03 | $ 9.50 | $ 53.53 |
| Extra Service (Upon Request) Per Dump | 1 | Extra Service Collection Fee (Per Dump) | Extra Service Disposal Fee (Per Dump) | Total Fee for Extra Service Collection (Per Dump) |
| | | $ 10.17 | $ 2.19 | $ 53.53 |
| Ancillary Services | | Fee per Service per Month | | |
| Rollout/Rollback | | No Charge | | |
| Cart Delivery, Removal, Exchange or Repair | | No Charge | | |

**Commercial Cart Years 2-7**

| | Monthly Collection Fee YEAR 2 | Monthly Collection Fee YEAR 3 | Monthly Collection Fee YEAR 4 | Monthly Collection Fee YEAR 5 | Monthly Collection Fee YEAR 6 | Monthly Collection Fee YEAR 7 |
|---|---|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart | $ 46.23 | $ 48.54 | $ 50.97 | $ 53.52 | $ 56.19 | $ 59.00 |
| Extra Service (Upon Request) Per Dump | Extra Service Collection Fee (Per Dump) YEAR 2 | Extra Service Collection Fee (Per Dump) YEAR 3 | Extra Service Collection Fee (Per Dump) YEAR 4 | Extra Service Collection Fee (Per Dump) YEAR 5 | Extra Service Collection Fee (Per Dump) YEAR 6 | Extra Service Collection Fee (Per Dump) YEAR 7 |
| | $ 10.68 | $ 11.21 | $ 11.77 | $ 12.36 | $ 12.98 | $ 13.63 |
| Ancillary Services | Fee per Service per Month YEAR 2 | Fee per Service per Month YEAR 3 | Fee per Service per Month YEAR 4 | Fee per Service per Month YEAR 5 | Fee per Service per Month YEAR 6 | Fee per Service per Month YEAR 7 |
| Rollout/Rollback | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |
| Cart Delivery, Removal, Exchange or Repair | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |

**Commercial Mechanical Container (Non-Compaction) Year 1**

| | Unit Count (In Cubic Yards) * | Monthly Collection Fee (Per Cubic Yard) | Monthly Disposal Fee (Per Cubic Yard) | Total Monthly Fee per Cubic Yard |
|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers) | 10145 | $16.16 | $3.09 | $19.25 |
| Extra Service (Upon Request) Per Dump | 80 | Extra Service Collection Fee (Per Cubic Yard) | Extra Service Disposal Fee (Per Cubic Yard) | Total Fee for Extra Service Collection (Per Cubic Yard) |
| | | $16.16 | $3.09 | $19.25 |
| Ancillary Services | | | | |
| Rollout Fee/Rollback + | 91 | Fee per Service per Month + | | |
| | | $15.00 | | |
| Locking Mechanism | 24 | Fee per Container Equipped per Month | | |
| | | $15.00 | | |
| Castors | 40 | Fee per Container Equipped per Month | | |
| | | $25.00 | | |
| Overflowing Container- Overage Fee | 100 | Overage Fee per Cubic Yard | | |
| | | $19.25 | | |
| Mechanical Container Delivery, Repair, Exchange or Removal | No Charge | No Charge | | |

**Commercial Mechanical Container (Non-Compaction) Years 2-7**

| | Monthly Collection Fee (Per Cubic Yard) Year 2 | Monthly Collection Fee (Per Cubic Yard) Year 3 | Monthly Collection Fee (Per Cubic Yard) Year 4 | Monthly Collection Fee (Per Cubic Yard) Year 5 | Monthly Collection Fee (Per Cubic Yard) Year 6 | Monthly Collection Fee (Per Cubic Yard) Year 7 |
|---|---|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers) | $16.97 | $17.82 | $18.71 | $19.64 | $20.62 | $21.66 |
| Extra Service (Upon Request) Per Cubic Yard | Extra Service Collection Fee (Per Cubic Yard) Year 2 | Extra Service Collection Fee (Per Cubic Yard) Year 3 | Extra Service Collection Fee (Per Cubic Yard) Year 4 | Extra Service Collection Fee (Per Cubic Yard) Year 5 | Extra Service Collection Fee (Per Cubic Yard) Year 6 | Extra Service Collection Fee (Per Cubic Yard) Year 7 |
| | $16.97 | $17.82 | $18.71 | $19.64 | $20.62 | $21.66 |
| Ancillary Services | | | | | | |
| Rollout Fee/Rollback + | Fee per Service per Month Year 2 + | Fee per Service per Month Year 3 + | Fee per Service per Month Year 4 + | Fee per Service per Month Year 5 + | Fee per Service per Month Year 6 + | Fee per Service per Month Year 7 + |
| | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| Locking Mechanism | Fee per Container Equipped per Month Year 2 | Fee per Container Equipped per Month Year 3 | Fee per Container Equipped per Month Year 4 | Fee per Container Equipped per Month Year 5 | Fee per Container Equipped per Month Year 6 | Fee per Container Equipped per Month Year 7 |
| | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| Castors | Fee per Container Equipped per Month Year 2 | Fee per Container Equipped per Month Year 3 | Fee per Container Equipped per Month Year 4 | Fee per Container Equipped per Month Year 5 | Fee per Container Equipped per Month Year 6 | Fee per Container Equipped per Month Year 7 |
| | $25.00 | $25.00 | $25.00 | $25.00 | $25.00 | $25.00 |
| Overflowing Container- Overage Fee | Overage Fee per Cubic Yard Year 2 | Overage Fee per Cubic Yard Year 3 | Overage Fee per Cubic Yard Year 4 | Overage Fee per Cubic Yard Year 5 | Overage Fee per Cubic Yard Year 6 | Overage Fee per Cubic Yard Year 7 |
| | $19.25 | $19.25 | $19.25 | $19.25 | $19.25 | $19.25 |
| Mechanical Container Delivery, Repair, Exchange or Removal | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |

* Actual Cubic Yards/Month based on current service schedule

\+ Monthly rate calculated using 4.33 weeks per month

**Commercial Compacting Container- Year 1**

| | Unit Count (In Cubic Yards) * | Per Cubic Yard (Collection) | Per Cubic Yard (Disposal) | Total per Cubic Yard |
|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less) | 113 | $ 24.14 | $ 7.73 | $ 31.86 |
| Extra Service (Upon Request) Per Cubic Yard Compactors | 9 | Extra Service Collection Fee (Per Cubic Yard) | Extra Service Disposal Fee (Per Cubic Yard) | Total Fee for Extra Service Collection (Per Cubic Yard) |
| | | $ 24.14 | $ 7.73 | $ 31.86 |

**Commercial Compacting Container Years 2-7**

| | Monthly Collection Fee (Per Cubic Yard) Year 2 | Monthly Collection Fee (Per Cubic Yard) Year 3 | Monthly Collection Fee (Per Cubic Yard) Year 4 | Monthly Collection Fee (Per Cubic Yard) Year 5 | Monthly Collection Fee (Per Cubic Yard) Year 6 | Monthly Collection Fee (Per Cubic Yard) Year 7 |
|---|---|---|---|---|---|---|
| Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less) | $ 25.34 | $ 26.61 | $ 33.45 | $ 35.13 | $ 26.61 | $ 27.94 |
| Extra Service (Upon Request) Per Cubic Yard Compactors | Extra Service Collection Fee (Per Cubic Yard) Year 2 | Extra Service Collection Fee (Per Cubic Yard) Year 3 | Extra Service Collection Fee (Per Cubic Yard) Year 4 | Extra Service Collection Fee (Per Cubic Yard) Year 5 | Extra Service Collection Fee (Per Cubic Yard) Year 6 | Extra Service Collection Fee (Per Cubic Yard) Year 7 |
| | $ 25.34 | $ 26.61 | $ 33.45 | $ 35.13 | $ 26.61 | $ 27.94 |

*Annual costs will be calculated by [Monthly costs x total units x 12 months]*

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

| Rolloff Open Top (Non-Compaction)- Year 1 | | | Rolloff Open Top (Non-Compaction) Years 2-7 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Per Service Haul Fee **Year 1** | Monthly Maintenance Fee **Year 1** | Per Service Haul Fee **Year 2** | Monthly Maintenance Fee **Year 2** | Per Service Haul Fee **Year 3** | Monthly Maintenance Fee **Year 3** | Per Service Haul Fee **Year 4** | Monthly Maintenance Fee **Year 4** | Per Service Haul Fee **Year 5** | Monthly Maintenance Fee **Year 5** | Per Service Haul Fee **Year 6** | Monthly Maintenance Fee **Year 6** | Per Service Haul Fee **Year 7** | Monthly Maintenance Fee **Year 7** |
| **Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)** | $385.00 | No Charge | $404.25 | No Charge | $424.46 | No Charge | $445.69 | No Charge | $467.97 | No Charge | $491.37 | No Charge | $515.94 | No Charge |

| **Ancillary Services** | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Fee Per Action **Year 1** | Fee Per Action **Year 2** | Fee Per Action **Year 3** | Fee Per Action **Year 4** | Fee Per Action **Year 5** | Fee Per Action **Year 6** | Fee Per Action **Year 7** |
| **Relocation Fee (No Dump)** | $125.00 | $131.25 | $137.81 | $144.70 | $151.94 | $159.54 | $167.51 |
| **Delivery Fee** | No Charge | | | | | | |

| Rolloff Compactor- Year 1 | Rolloff Compactor Years 2-7 | | | | | |
|---|---|---|---|---|---|---|
| Per Service Haul Fee **Year 1** | Per Service Haul Fee **Year 2** | Per Service Haul Fee **Year 3** | Per Service Haul Fee **Year 4** | Per Service Haul Fee **Year 5** | Per Service Haul Fee **Year 6** | Per Service Haul Fee **Year 7** |
| **Any Sized Rolloff Compactor (Disposal Charged Based on Actual Disposal Cost)** | $395.00 | $414.75 | $435.49 | $457.26 | $480.12 | $504.13 | $529.34 |

# BEST-AND-FINAL OFFER

***Annual costs will be calculated by [Monthly costs x total units x 12 months]***

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) | FIRST TERM TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **Residential Garbage (Price Per Unit, Per Month)** | **10919** | $ 9.41 | $ 9.88 | $ 10.37 | $ 10.89 | $ 11.44 | $ 12.01 | $ 12.61 | $ 10,038,880.50 |
| **Residential Recycling (Price Per Unit, Per Month)** | **10919** | $ 5.59 | $ 5.87 | $ 6.16 | $ 6.47 | $ 6.79 | $ 7.13 | $ 7.49 | $ 5,963,585.76 |

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) | FIRST TERM TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month)** | **10919** | $ 4.18 | $ 4.39 | $ 4.61 | $ 4.84 | $ 5.08 | $ 5.33 | $ 5.60 | $ 4,459,353.93 |
| **OPTION A** **Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month)** | **10919** | $ 6.65 | $ 6.98 | $ 7.33 | $ 7.70 | $ 8.08 | $ 8.49 | $ 8.91 | $ 7,094,426.71 |
| **OPTION B** **Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month)** | **10919** | $ 4.18 | $ 4.39 | $ 4.61 | $ 4.84 | $ 5.08 | $ 5.33 | $ 5.60 | $ 4,459,353.93 |
| **OPTION C** **Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)** | **10919** | $ 4.18 | $ 4.39 | $ 4.61 | $ 4.84 | $ 5.08 | $ 5.33 | $ 5.60 | $ 4,459,353.93 |
| **Additional Bulk Service at Customer's Expense (Price Per cubic yard)** | **1000** | $20.00 | $21.00 | $22.05 | $23.15 | $24.31 | $25.53 | $26.80 | $ 1,954,082.03 |
| **Emergency Bulk Service (Hourly Rate includes Truck and Driver)** | **1** | $95.00 | $99.75 | $104.74 | $109.97 | $115.47 | $121.25 | $127.31 | $ 9,281.89 |

# BEST-AND-FINAL OFFER

*Annual costs will be calculated by [Monthly costs x total units x 12 months]*

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Commercial Cart- Year 1 | | | | |
|---|---|---|---|---|
| | Unit Count | Monthly Collection Fee | Monthly Disposal Fee | Total per Month (Per Cart, Per Service Day) |
| Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart | 1 | $ 44.03 | $ 9.50 | **$ 53.53** |
| Extra Service (Upon Request) Per Dump | 1 | Extra Service Collection Fee (Per Dump) | Extra Service Disposal Fee (Per Dump) | Total Fee for Extra Service Collection (Per Dump) |
| Ancillary Services | | $ 10.17 | $ 2.19 | **$ 53.53** |
| | | Fee per Service per Month | | |
| Rollout/Rollback | | No Charge | | |
| Cart Delivery, Removal, Exchange or Repair | | No Charge | | |

| Commercial Cart Years 2-7 | | | | | | |
|---|---|---|---|---|---|---|
| | Monthly Collection Fee YEAR 2 | Monthly Collection Fee YEAR 3 | Monthly Collection Fee YEAR 4 | Monthly Collection Fee YEAR 5 | Monthly Collection Fee YEAR 6 | Monthly Collection Fee YEAR 7 |
| Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart | $ 46.23 | $ 48.54 | $ 50.97 | $ 53.52 | $ 56.19 | $ 59.00 |
| Extra Service (Upon Request) Per Dump | Extra Service Collection Fee (Per Dump) YEAR 2 | Extra Service Collection Fee (Per Dump) YEAR 3 | Extra Service Collection Fee (Per Dump) YEAR 4 | Extra Service Collection Fee (Per Dump) YEAR 5 | Extra Service Collection Fee (Per Dump) YEAR 6 | Extra Service Collection Fee (Per Dump) YEAR 7 |
| Ancillary Services | $ 10.68 | $ 11.21 | $ 11.77 | $ 12.36 | $ 12.98 | $ 13.63 |
| | YEAR 2 | Month YEAR 3 | Month YEAR 4 | Month YEAR 5 | Month YEAR 6 | Month YEAR 7 |
| Rollout/Rollback | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |
| Cart Delivery, Removal, Exchange or Repair | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |

| Commercial Mechanical Container (Non-Compaction) Year 1 | | | | |
|---|---|---|---|---|
| | Unit Count (In Cubic Yards) * | Monthly Collection Fee (Per Cubic Yard) | Monthly Disposal Fee (Per Cubic Yard) | Total Monthly Fee per Cubic Yard |
| Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers) | 10145 | $16.16 | $3.09 | $19.25 |
| Extra Service (Upon Request) Per Dump | 80 | Extra Service Collection Fee (Per Cubic Yard) | Extra Service Disposal Fee (Per Cubic Yard) | Total Fee for Extra Service Collection (Per Cubic Yard) |
| | | $16.16 | $3.09 | $19.25 |
| Ancillary Services | | | | |
| | | Fee per Service per Month + | | |
| Rollout Fee/Rollback + | 91 | $15.00 | | |
| | | Fee per Container Equipped per Month | | |
| Locking Mechanism | 24 | $15.00 | | |
| | | Fee per Container Equipped per Month | | |
| Castors | 40 | $25.00 | | |
| | | Overage Fee per Cubic Yard | | |
| Overflowing Container- Overage Fee | 100 | $19.25 | | |
| Mechanical Container Delivery, Repair, Exchange or Removal | No Charge | No Charge | | |

| Commercial Mechanical Container (Non-Compaction) Years 2-7 | | | | | | |
|---|---|---|---|---|---|---|
| | Monthly Collection Fee (Per Cubic Yard) Year 2 | Monthly Collection Fee (Per Cubic Yard) Year 3 | Monthly Collection Fee (Per Cubic Yard) Year 4 | Monthly Collection Fee (Per Cubic Yard) Year 5 | Monthly Collection Fee (Per Cubic Yard) Year 6 | Monthly Collection Fee (Per Cubic Yard) Year 7 |
| Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers) | $16.97 | $17.82 | $18.71 | $19.64 | $20.62 | $21.66 |
| Extra Service (Upon Request) Per Cubic Yard | Extra Service Collection Fee (Per Cubic Yard) Year 2 | Extra Service Collection Fee (Per Cubic Yard) Year 3 | Extra Service Collection Fee (Per Cubic Yard) Year 4 | Extra Service Collection Fee (Per Cubic Yard) Year 5 | Extra Service Collection Fee (Per Cubic Yard) Year 6 | Extra Service Collection Fee (Per Cubic Yard) Year 7 |
| | $16.97 | $17.82 | $18.71 | $19.64 | $20.62 | $21.66 |
| Ancillary Services | | | | | | |
| | Fee per Service per Month Year 2 + | Fee per Service per Month Year 3 + | Fee per Service per Month Year 4 + | Fee per Service per Month Year 5 + | Fee per Service per Month Year 6 + | Fee per Service per Month Year 7 + |
| Rollout Fee/Rollback + | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| | Fee per Container Equipped per Month Year 2 | Fee per Container Equipped per Month Year 3 | Fee per Container Equipped per Month Year 4 | Fee per Container Equipped per Month Year 5 | Fee per Container Equipped per Month Year 6 | Fee per Container Equipped per Month Year 7 |
| Locking Mechanism | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| | Fee per Container Equipped per Month Year 2 | Fee per Container Equipped per Month Year 3 | Fee per Container Equipped per Month Year 4 | Fee per Container Equipped per Month Year 5 | Fee per Container Equipped per Month Year 6 | Fee per Container Equipped per Month Year 7 |
| Castors | $25.00 | $25.00 | $25.00 | $25.00 | $25.00 | $25.00 |
| | Overage Fee per Cubic Yard Year 2 | Overage Fee per Cubic Yard Year 3 | Overage Fee per Cubic Yard Year 4 | Overage Fee per Cubic Yard Year 5 | Overage Fee per Cubic Yard Year 6 | Overage Fee per Cubic Yard Year 7 |
| Overflowing Container- Overage Fee | $19.25 | $19.25 | $19.25 | $19.25 | $19.25 | $19.25 |
| Mechanical Container Delivery, Repair, Exchange or Removal | No Charge | No Charge | No Charge | No Charge | No Charge | No Charge |

*** Actual Cubic Yards/Month based on current service schedule**

**+ Monthly rate calculated using 4.33 weeks per month**

| Commercial Compacting Container- Year 1 | | | | |
|---|---|---|---|---|
| | Unit Count (In Cubic Yards) * | Per Cubic Yard (Collection) | Per Cubic Yard (Disposal) | Total per Cubic Yard |
| Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less) | 113 | $ 24.14 | $ 7.73 | **$ 31.86** |
| Extra Service (Upon Request) Per Cubic Yard Compactors | 9 | Extra Service Collection Fee (Per Cubic Yard) | Extra Service Disposal Fee (Per Cubic Yard) | Total Fee for Extra Service Collection (Per Cubic Yard) |
| | | $ 24.14 | $ 7.73 | **$ 31.86** |

| Commercial Compacting Container Years 2-7 | | | | | | |
|---|---|---|---|---|---|---|
| | Monthly Collection Fee (Per Cubic Yard) Year 2 | Monthly Collection Fee (Per Cubic Yard) Year 3 | Monthly Collection Fee (Per Cubic Yard) Year 4 | Monthly Collection Fee (Per Cubic Yard) Year 5 | Monthly Collection Fee (Per Cubic Yard) Year 6 | Monthly Collection Fee (Per Cubic Yard) Year 7 |
| Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less) | $ 25.34 | $ 26.61 | $ 33.45 | $ 35.13 | $ 26.61 | $ 27.94 |
| Extra Service (Upon Request) Per Cubic Yard Compactors | Extra Service Collection Fee (Per Cubic Yard) Year 2 | Extra Service Collection Fee (Per Cubic Yard) Year 3 | Extra Service Collection Fee (Per Cubic Yard) Year 4 | Extra Service Collection Fee (Per Cubic Yard) Year 5 | Extra Service Collection Fee (Per Cubic Yard) Year 6 | Extra Service Collection Fee (Per Cubic Yard) Year 7 |
| | $ 25.34 | $ 26.61 | $ 33.45 | $ 35.13 | $ 26.61 | $ 27.94 |

# BEST-AND-FINAL OFFER

***Annual costs will be calculated by [Monthly costs x total units x 12 months]***

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Rolloff Open Top (Non-Compaction)- Year 1 | | | Rolloff Open Top (Non-Compaction) Years 2-7 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Per Service Haul Fee **Year 1** | Monthly Maintenance Fee **Year 1** | Per Service Haul Fee **Year 2** | Monthly Maintenance Fee **Year 2** | Per Service Haul Fee **Year 3** | Monthly Maintenance Fee **Year 3** | Per Service Haul Fee **Year 4** | Monthly Maintenance Fee **Year 4** | Per Service Haul Fee **Year 5** | Monthly Maintenance Fee **Year 5** | Per Service Haul Fee **Year 6** | Monthly Maintenance Fee **Year 6** | Per Service Haul Fee **Year 7** | Monthly Maintenance Fee **Year 7** |
| **Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)** | $385.00 | **No Charge** | $404.25 | **No Charge** | $424.46 | **No Charge** | $445.69 | **No Charge** | $467.97 | **No Charge** | $491.37 | **No Charge** | $515.94 | **No Charge** |

| **Ancillary Services** | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Fee Per Action **Year 1** | Fee Per Action **Year 2** | Fee Per Action **Year 3** | Fee Per Action **Year 4** | Fee Per Action **Year 5** | Fee Per Action **Year 6** | Fee Per Action **Year 7** |
| **Relocation Fee (No Dump)** | $125.00 | $131.25 | $137.81 | $144.70 | $151.94 | $159.54 | $167.51 |
| **Delivery Fee** | **No Charge** | | | | | | |

| Rolloff Compactor- Year 1 | Rolloff Compactor Years 2-7 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Per Service Haul Fee **Year 1** | Per Service Haul Fee **Year 2** | Per Service Haul Fee **Year 3** | Per Service Haul Fee **Year 4** | Per Service Haul Fee **Year 5** | Per Service Haul Fee **Year 6** | Per Service Haul Fee **Year 7** |
| **Any Sized Rolloff Compactor (Disposal Charged Based on Actual Disposal Cost)** | $395.00 | $414.75 | $435.49 | $457.26 | $480.12 | $504.13 | $529.34 |

# Cooper City

Coastal
Waste & Recycling

# Introductions

- **John Casagrande –** Sr. Vice President, Business Development
- **Maurice Nalley –** Vice President Operations & Systems
- **Trevor Black –** Area Manager – South Florida
- **Anthony Garcia –** Vice President Corporate Finance
- **Stephanie De La Roca –** Director of Customer Service
- **Gerardo Cardona –** District Manager of Broward County
- **Ed Peters –** Municipal Relations of South Florida

Coastal Waste & Recycling

# Agenda

| | |
|---|---|
| Bulk Services/Emergency Management | Questions 1,18,20 |
| Hiring | Questions 2,9 |
| Customer Service | Questions 4, 5,12,13 |
| Recycling | Questions 19 |
| Financials | Question 10 & 11 |
| Scholarships | Question 3 |
| Transition Capacity & Experience | Question 6,7,8,14,15,16,17 |

# Meet the Team

**John Casagrande**
SVP Business Development
**2018**
Joined Coastal
**>40**
Years of Experience
Prior Experience

**Dennis Pantano**
Chief Operating Officer
**2020**
Joined Coastal
**>45**
Years of Experience
Prior Experience

**Maurice Nalley**
VP Collections/Systems
**2021**
Joined Coastal
**>10**
Years of Experience
Prior Experience

**Stephanie De Laroca**
Director of Customer Service
**2020**
Joined Coastal
**>10**
Years of Experience
Prior Experience

**Trevor Black**
South Florida Area Manager
**2020**
Joined Coastal
**>10**
Years of Experience
Prior Experience

**Patti Hamilton**
VP Brand & Culture
**2018**
Joined Coastal
**>35**
Years of Experience
Prior Experience

**Ed Peters**
Municipal Marketing
**2023**
Joined Coastal
**>10**
Years of Experience
U.S. ARMY
Prior Experience

**Gerardo Cardona**
District Manager
**2018**
Joined Coastal
**>25**
Years of Experience
Prior Experience

**Anthony Garcia**
VP Finance
**2018**
Joined Coastal
**>10**
Years of Experience
Prior Experience

# Disaster Services

- Coastal has invested in the Clamshell and Tractor Trailer services
- Currently have 35 Clamshells and 25 Tractor Trailers in use today
- These trucks can be deployed to remove any type of storm debris once it's safe to enter the city
- Coastal will deploy these trucks to Cooper City to help bridge the 48-72 hour time span needed to mobilize storm control
- These vehicles along with the new Clamshells assigned to Cooper City can provide extra Bulk Service in case of a weather event
- Coastal has no other obligation to provide Bulk Service after a storm

# Our Disposal and Processing Locations in Broward County

## Broward – MRF

1840 NW 33rd Street
Pompano Beach, FL 33064

Size: 5 Acres

## Pompano– Recycling

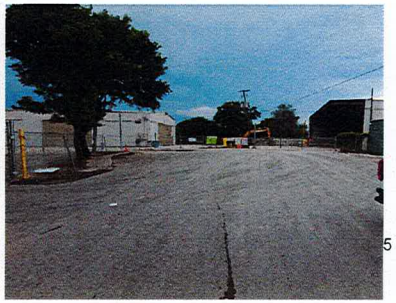
2281 NW 16th Street
Pompano Beach, FL 33069

Size: 7.5 Acres

## Broward – Transfer

7060 SW 22nd Court
Davie, FL 33317

Size: 2 Acres



# Explain How Coastal Can Provide Same If Not Better Bulk Waste Collection Services Vs A Dedicated Contractor

**Dedicated Equipment:**

**Flexibility** on scheduling able to comply with 5.6.10 and the 4 Bulk Options in the RFP

- 1x month – 6 yards
- 1x month Monday – 6 yards
- Every other Month – 10 yards
- Quarterly – 15 yards

**Accountability:**

One point of contact for – **Question #4**

- Missed pickups
- Property Damage
- Oil Spills
- Accidents

**Employee's:**

- Training
- Drug Free Workplace
- Everify

# Explain How Coastal Can Provide Same If Not Better Bulk Waste Collection Services Vs A Dedicated Contractor

**Disposal – Disposal:**

- City is now responsible for all residential disposal Coastal branded equipment – Broward County specific permitted decal numbers on each truck
- Only other choice is EWS they service Miramar, Davie, Southwest Ranches, Pembroke Pines

**How do you keep track of those vehicles if you are paying for disposal?**

Coastal Waste & Recycling

# Cooper City Employment Strategy

**Career Fairs:**

- City of North Miami Beach
- Jesus Supernatural Church – Pompano Beach

**Job Boards/ Social Media Postings:**

- Career Source
- Employ Florida
- Indeed
- LinkedIn
- Facebook
- Social Media

**Employee Referrals:**

- This is our top recruiting source

# Hiring Statistics

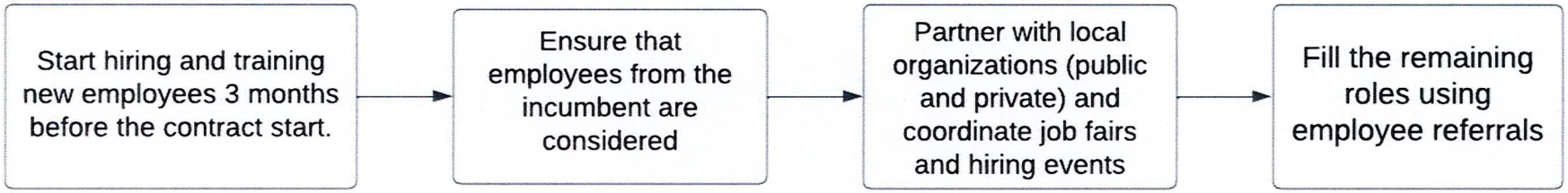
Coastal Runs at a 10% Overstaff Rate to Reduce Driver Burnout and Distress

65% Driver Success Rate

ZERO Layoffs During the Pandemic

Coastal
Waste & Recycling

# Hiring Transition Plan




Coastal Waste & Recycling

# Customer Service

Committed to being the industry leader

**Phone Number**
There will be a **dedicated phone number and email (coopercity@coastalwasteinc.com)** for Cooper City.

**Call Routing**
Routed to **unique queue's** based on type of call. All calls **classified by reason**.

**Languages**
We provide solutions in **Spanish, Creole**, and **Portuguese.**

**CS Live Agent Team**
Not only will we have one **dedicated municipal liaison** but will have **11 trained representatives** to handle live calls.

**Staff Location**
We are **local team** based off of Pompano Beach. **Only 26 miles from Cooper City.**

**Reporting**
Call response will vary based on call type. We are excited to provide **monthly reporting** on this.

# Google Reviews

**3 million**
Services provided to our communities monthly

**Only 70 Reviews**
Over 6 years of business

**25 Facilities**

Google

**Fran Hoots**
3 reviews

**Positive:** Professionalism, Quality

On 1 occasion I say a gentleman get out of his truck to upright a recycle bin, so that he could empty the contents into his truck. The week before, another gentlemen using the claw to pick-up bulk, got out of his truck to rake some of the leftover lawn debris, after using the claw, got back into his truck picked up the remaining debris he raked up. I am so impressed. The neighborhood we moved from, many times there was fly away trash left behind up and down the street. Different company. Coastal definitely has a lot of pride in their work!

**Services:** Yard debris removal, Trash removal & disposal

13 Like

Coastal Waste & Recycling, Inc.

Website Directions Save

2.7 70 Google reviews

Waste management service in Pompano Beach, Florida

You manage this Business Profile

**Service options:** No online estimates · Onsite services not available

**Address:** 1840 NW 33rd St, Pompano Beach, FL 33064

**Hours:** Closes soon · 5:30 PM · Opens 7 AM Wed

**Phone:** (954) 947-4000

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# Measurements Ensuring High Service Levels
# Startup Planning Continued

## Town of Davie

24,044 S/F units
Twice a week Solid Waste
Once a month Bulk

- Total monthly services = 238,872
- Monthly Average MPU's = 15.75 ~ **(.001%)**
- ***Less than 1 MPU's per 10,000 services.***

## North Miami Beach

8,490 S/F , M/F Units
Twice a week trash
Once a week recycling
Once a month bulk

- Total monthly services = 100,224
- Monthly Average MPU's = 30 ~ **(.0003%)**
- ***Less than 1 MPU's per 10,000 services.***

## Pompano Beach

24,000 S/F units
2X a week Solid Waste
1X a week Recycling & Bulk

- Total monthly services = 415,860
- Monthly Average MPU's = 90 ~ **(.0002%)**
- ***Less than 1 MPU's per 10,000 services.***

# Measurements Ensuring High Service Levels
# Startup Planning Continued

## Town of Lantana

3200 S/F units
Twice a week Solid Waste
Once a week Recycling
Once a week Bulk
Once a week Yardwaste

- Total monthly services = 69,280
- Monthly Average MPU's = 55 ~ **(.0007%)**
- ***Less than 1 MPU's per 10,000 services.***

## City of Wilton Manors

3400 S/F Units
Twice a week trash
Once a week recycling
Once a month bulk
Once a month HHW

- Total monthly services = 50,966
- Monthly Average MPU's = 40 ~ **(.0007%)**
- ***Less than 1 MPU's per 10,000 services.***

# Customer Service

Annual Collection Services in Broward County from August 2022 – July 2023:

- Fort Lauderdale – 2,080,000
- Pompano Beach – 3,074,000
- Davie – 5,200,000
- Broward Municipal Services Districts - 706,200

**Total Services:** 11,060,200

# Custom City Magnets

16

# RECYCLE BETTER. LIVE BETTER.

✓Only these go in the green cart. **NO plastic bags,** Place all items **LOOSE.**

✓Solo estos artículos van dentro del carreta **VERDE. NO bolsas de plástico.** Poner todos los artículos por **SEPARADO.**

Plastic Bottles, Jugs and Tubs
Botellas tinajas y envases plásticos

Aluminum Cans & Glass Bottles
Latas de alumino y Botellas de vidrio

Cardboard and Paper
Cartón y papel

Steel/Tin Cans
Latas de acero/estaño

**For more information**
**Para obtener más información**
coopercity@coastalwasteinc.com

CITY OF Cooper City
Someplace Special

# NOT RECYCLABLE. NO RECICLABLE.

## NO HAZARDOUS MATERIALS. NO MATERIALES PELIGROSOS.

These all go in the **BROWN** cart
Todos estos artículos van dentro de la carreta **CAFÉ.**

Food Containers
Contenedores de comida

Yard Waste
Desechos de jardín

Plastic Bags
Fundas de plastico

Garbage
Bolsa con Basura

Styrofoam
Articulo De Espuma De Poliestireno

Clothing
Ropa

Shredded Paper
Papel Triturado

Drink Cups
Vasos De Plastico

Plastic Utensils
Utensilios de plastico

Garden Hose
Manguera de jardín

Toys
Juguetes

17

# Question 10: Finance

**EBITDA** is a widely used metric when analyzing corporate profitability. This metric adjusts earnings for non-cash expenses such as Depreciation & Amortization. Because Coastal is a fast-growing company, significant capital expenditures have been made to support growth. This has allowed Coastal to position itself as the premier waste & recycling collection company in Southeast Florida.

- **"EBITDA" = Earnings Before Interest, Taxes, Depreciation, & Amortization**

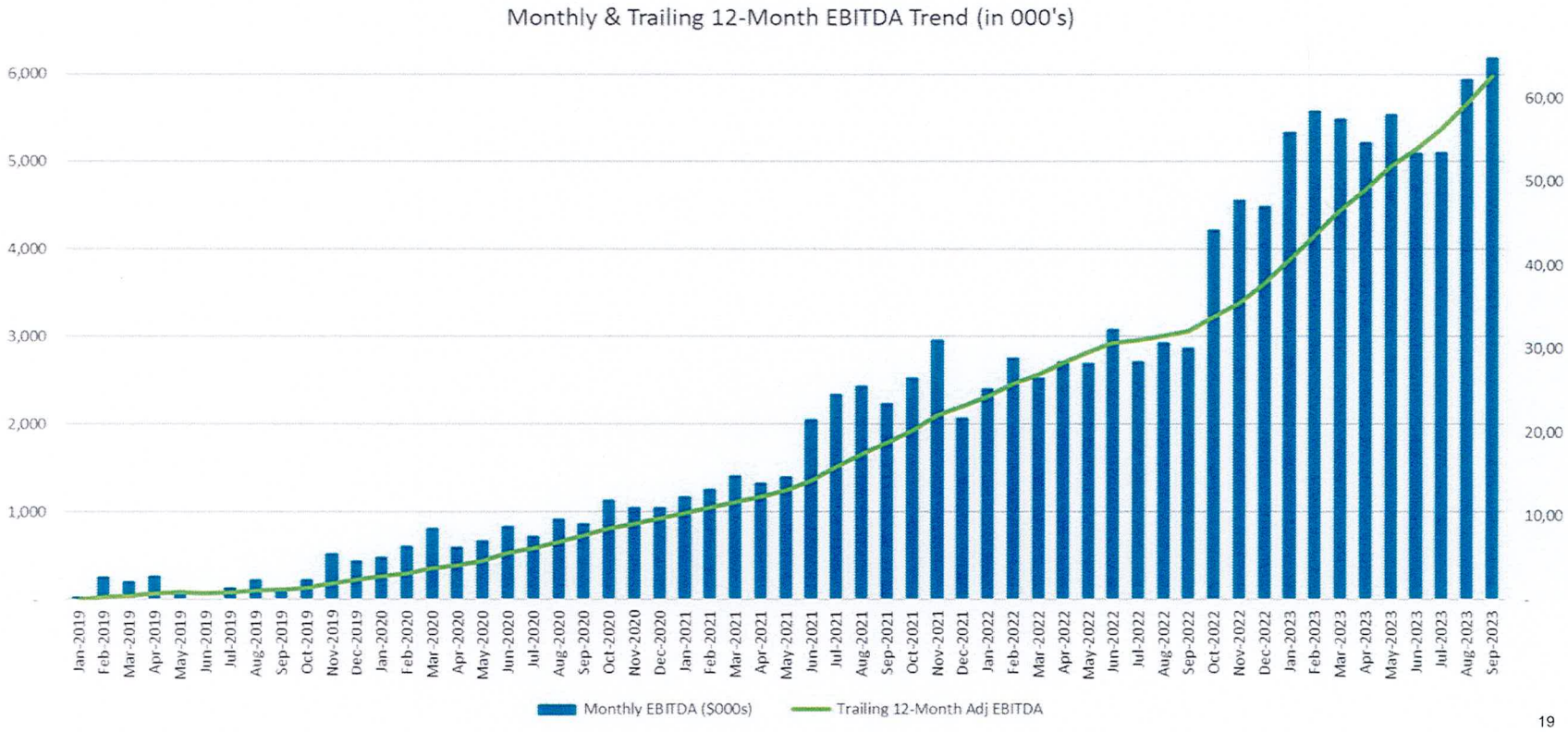
**Depreciation & Amortization** are added back to net earnings because they are **non-cash charges** that appear on a company's income statement and reduce accounting earnings (especially in asset-intensive industries)

## 2023 YTD Financial Overview

| $215M | $40M | $50M | $1.2B | $70M |
|---|---|---|---|---|
| 3rd Party Revenue YTD 2023 | YTD Capital Spend 2023 | Adjusted EBITDA YTD 2023 | Total Capital Invested into Coastal Waste since 2018 | Q3 2023 EBITDA Run-Rate |

18

# Question 10: Finance



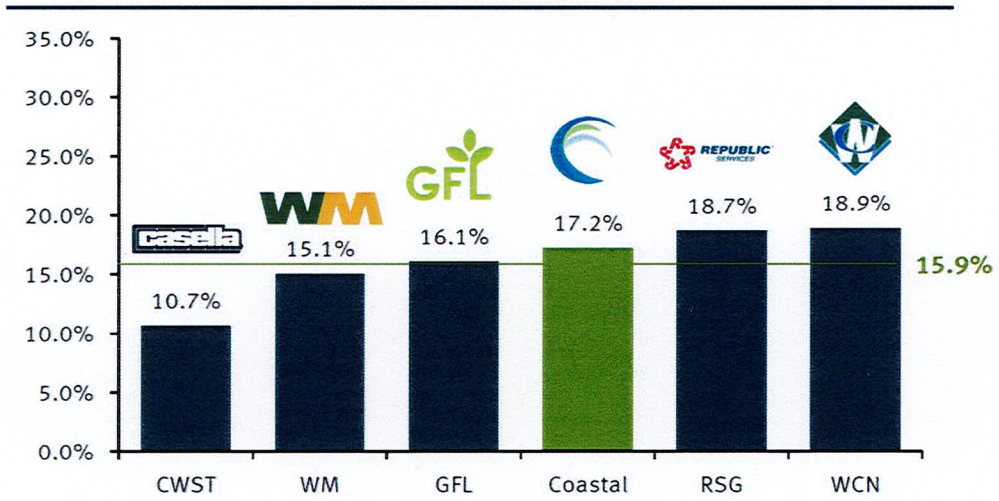

19

# Question 11: Finance

**Adjusted Free Cash Flow** represents a company's ability to generate cash resulting from normalized operations and adjusted for a company's capital investments.

## Peer Comparison of Free Cash Flow (FCF)

**2022E FCF Margin[1]**



# Question 11: Finance

**Coastal Waste & Recycling**

Besides investor capital committed to Coastal's growth, Coastal has **$215M** of lending capacity!

MACQUARIE

**$900M**

Equity Invested

TD Bank

America's Most Convenient Bank*

**$215M**

Additional Lending Commitment

REGIONS

FIFTH THIRD BANK

MUFG

Huntington

WebsterBank

TRUIST

usbank

*Syndicated loan participants

# Macquarie Letter

MACQUARIE

**Macquarie Asset Management**

125 W 55th Street New
York, NY 10022 UNITED
STATES

August 6, 2023

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc. 2481 NW
Boca Raton Blvd.
Boca Raton, FL 33431

Dear Brendon,

Macquarie Infrastructure Partners VI, L.P. (together with Macquarie Infrastructure Partners VI SCSp, a parallel vehicle, and the alternative investment vehicles thereof in existence from time to time, "MIP VI") is the seventh vintage of North American focused infrastructure funds managed by Macquarie Asset Management (the "MIP funds"). Macquarie Asset Management is a leading asset manager with $543 billion of assets under management globally. Across the MIP funds, Macquarie Asset Management has $28 billion of assets under management as of March 31, 2023, having held a final close for MIP V with $6.9 billion in commitments and is currently fundraising for MIP VI.

In the waste sector, across these seven vintages, the MIP funds have invested over $5 billion of equity capital into nine separate solid waste businesses, with Coastal Waste & Recycling being the latest investment.

In addition to initial equity commitments, MIP funds maintain additional capital availability to support potential future growth investments. Across the various investment vehicles, the MIP funds have invested $4.1 billion in follow-on equity after acquisition to fund growth initiatives since inception, including $1.3 billion specifically invested to support MIP's existing waste services businesses.

MIP VI recapitalized Coastal Waste & Recycling on June 13, 2023, and has invested close to $800 million of equity in the business. This includes investing approximately $100 million of equity over the last 2 months to support the expansion of the business. MIP VI expects to continue to support the future growth of Coastal over time.

Yours sincerely,

Karl Kuchel, MIP CEO

Macquarie Asset Management (MAM) is the asset management division of Macquarie Group. MAM is a full-service asset manager offering a diverse range of products across public and private markets including fixed income, equities, multi-asset solutions, private credit, infrastructure, renewables, natural assets, real estate, and asset finance. The Public Investments business is a part of MAM and includes the following investment advisers: Macquarie Investment Management Business Trust (MIMBT), Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Global Limited, Macquarie Investment Management Europe Limited, and Macquarie Investment Management Europe S.A.

Other than Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie Bank"), any Macquarie Group entity noted in this document is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia). The obligations of these other Macquarie Group entities do not represent deposits or other liabilities of Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of these other Macquarie Group entities. In addition, if this document relates to an investment, (a) the investor is subject to investment risk including possible delays in repayment and loss of income and principal invested and (b) none of Macquarie Bank or any other Macquarie Group entity guarantees any particular rate of return on or the performance of the investment, nor do they guarantee repayment of capital in respect of the investment.

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WS:MIRA_NEWYORKCITY:76111382:v2

# Question 3: Scholarship Program

Coastal acknowledges its commitment over the life of the agreement to the city's scholarship program

# Capacity, Transition + Experience

**Contract awarded August 23, 2023/Contract began on October 1, 2023**

- 3 Brand New Automated Side Load Trucks
- 1 Brand New Front Loaders / 200 Commercial Front Load Containers
- Needed and hired 6 employees prior to start
- 3,250 Single Family Unity

**Contract awarded June 12, 2023/Contract began October 1, 2023**

- 1 Brand New Automated Side Load Truck
- 2 Brand New Rear Loaders / 3500 Residential Carts
- 1 Front Load/ 80 Commercial Front Load Containers
- Needed and hired 7 employees prior to start
- 3,510 Single Family Units

**Contract awarded February 8, 2022/Contract began on June 1, 2022**

- 4 Brand New Automated Side Load Trucks
- 2 Brand New Rear Load Trucks
- 3 Brand New Front Loaders / 850 Commercial Front Load Containers
- 4 Brand New Clam Trucks.
- 17,000 Brand New Carts
- Needed and hired 25 employees prior to start
- 8,400 Single Family Units

# Capacity, Transition + Experience

pompano beach
Florida's Warmest Welcome

**Contract awarded December 14, 2021/Contract began October 1, 2022**

- 11 Brand New Automated Side Load Trucks
- 9 Brand New Front Loaders / 2900 Commercial Front Load Containers
- 10 Roll Off Trucks / 600 Roll Off Containers, including 72 compactors.
- Needed and hired 64 employees prior to start
- 23,400 Single Family Units

**Contract awarded January 21, 2021/Contract began on June 1, 2021**

- 12 Brand New Automated Side Load Trucks
- 5 Brand New Front Loaders / 1500 Commercial Front Load Containers
- 5 Roll Off Trucks / 300 Roll Off Containers, including 25 compactors.
- 28,000 Brand New Carts
- Needed and hired 22 employees prior to start
- 25,130 Single Family Units

**Contract awarded August 31, 2020/Contract began on December 1, 2020**

- 6 Brand New Automated Side Load Trucks
- 1 Brand New Rear Loader
- Needed and hired 9 employees prior to start
- 39,540 Single Family Units

# Capacity, Transition + Experience

**Contract awarded July 14, 2021/Contract began October 1, 2021**

- 2 Brand New Automated Side Load Trucks
- 755 Single Family Units
- 4 Brand New Grapple Trucks

**Contract awarded December 11, 2019/Contract began on April 1, 2020**

- 3 Brand New Automated Side Load Trucks
- 1 Brand New Front Loaders / 400 Commercial Front Load Containers
- Needed and hired 6 employees prior to start
- 4,250 Single Family Units

**Contract awarded September 19, 2019/Contract began on October 1, 2019**

- 1500 Residential Carts
- 2 Brand New Rear Load Trucks
- 1 Brand New Front Loaders
- Needed and hired 6 employees prior to start
- 1,540 Single Family Units

# Transition Plan + Process

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #1 – Clarifications

CITY OF Cooper City
Someplace Special

**Addendum #1 - CLARIFICATIONS**
(Issued Friday, October 13, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: Is C&D exclusive to this contract?*

Answer 1: Yes, it is exclusive.

---

*Question 2: Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?*

Answer 2: Please see Section 3.19.

---

*Question 3: What is the projected growth for the city in terms of:*

- *Single-family homes*
- *Multi-family buildings*
- *Commercial developments*

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

---

*Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?*

Answer 4: No.

27

# Transition Plan + Process

**EQUIPMENT LEASE AGREEMENT**

**Lessee**: Coastal Waste & Recycling of Florida, Inc.
Address: 1840 NW 33rd St., Pompano Beach, FL 33064

**Lessor**: Waste Management Inc. of Florida
Address: 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431

**Equipment**: Front End Load (FEL)containers (sizes 2 to 8 cubic yards) and compactors –"As is where is" status – City of Pompano Beach – **Exhibit B** contains a list of all FEL containers and their current locations; **Exhibit C** contains a list of Compactors and their current locations

**Lease Term**: August 1, 2022 to March 1, 2023

---

**Amount of Monthly Rental Payments: $100.00 per FEL container** and **$800.00 per Compactor,** per month or part thereof (no prorations).

If Lessee returns FEL containers in an empty condition on or before October 31, 2022 there will be no lease payment required for such FEL containers. Containers returned after that date will require payment by Lessee for the month or part without proration and administrative charges pursuant to Section 6.

Lease payments for Compactors commence on November 1, 2022and are due and payable in advance.

Security Deposit: None

Lessee must comply with the "Requirements of Transition Plan" set forth in Exhibit D attached hereto.

THIS LEASE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

28

# Transition Plan + Process

Cooper City:

- 224 Commercial and Multifamily Containers

Wilton Manors:

- 309 Commercial and Multifamily Containers

**We completed the exchange in 2 weeks**

# Vehicles

**All 6 Automated Side Loaders are in Stock and Parked Outside**

**Is in Stock and Parked At 2407 Hammondville Road Pompano Beach, FL**

# Equipment

**Containers will be ordered immediately upon award.**

We Use:

1. Iron Container
2. Built Rite
3. Wastequip
4. Mac

# THANK YOU

www.coastalwasteinc.com

LADNE
Coastal
Waste & Recycling
114323
MACK

Coastal
Waste & Recycling
www.coastalwasteinc.com
114223
MACK

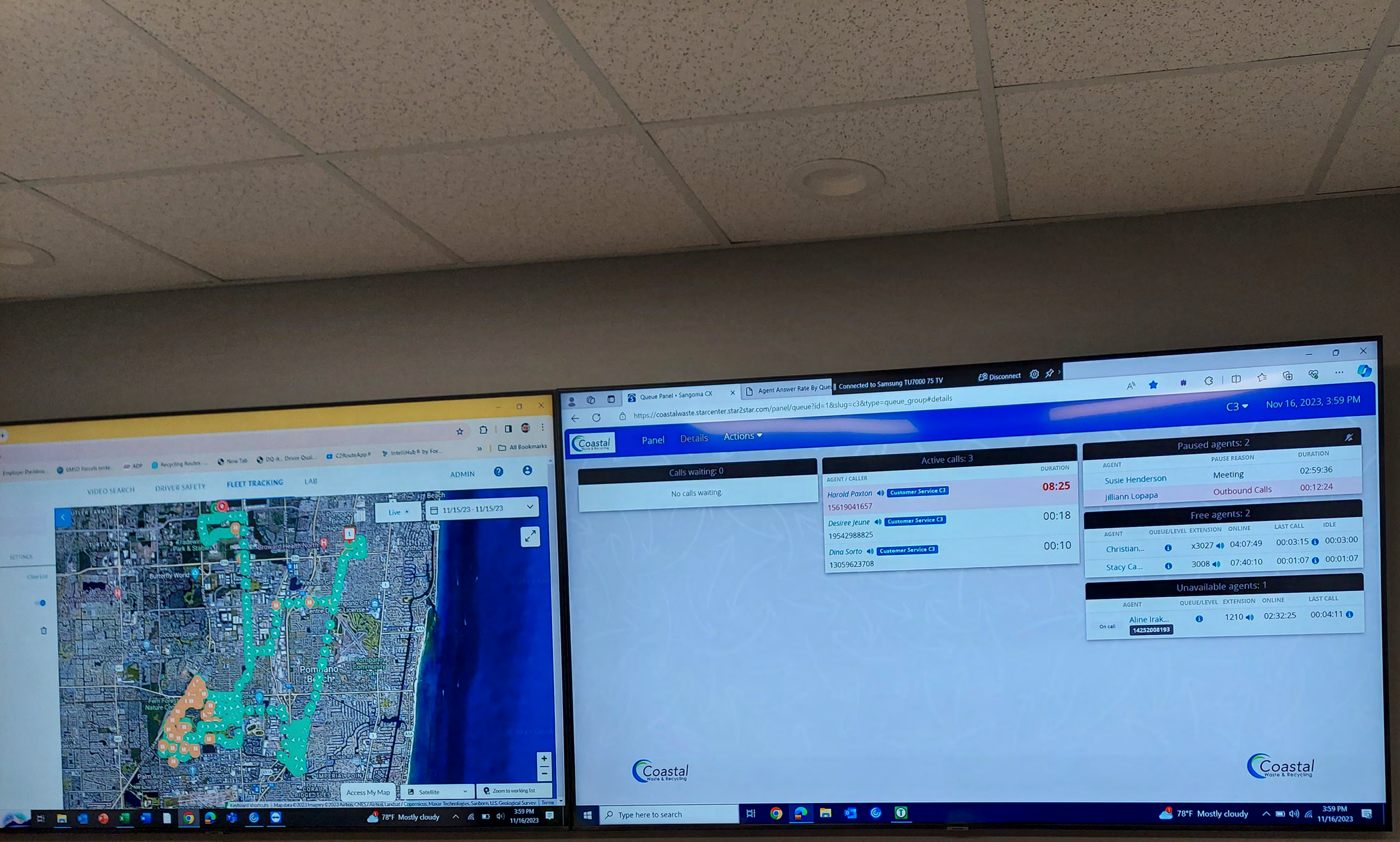
Coastal
Waste & Recycling
www.coastalwasteinc.com
114123
MAC

Coastal
114023

113923

113823
Coastal
Waste & Recycling
954-947-4000
www.coastalwasteinc.com
USDOT 3074913
MACK

MACK
502822
502822
MYFLORIDA.COM
P19 39F
SUNSHINE STATE
oastal
ste & Recycling
54-947-4000
SDOT 3074913
PRECISION
888-920-5066


VIDEO SEARCH
DRIVER SAFETY
FLEET TRACKING
LAB
ADMIN
Live
11/15/23 - 11/15/23
Access My Map
Satellite
Zoom to working list
78°F Mostly cloudy
3:59 PM
11/16/2023
Connected to Samsung TU7000 75 TV
Disconnect
Queue Panel • Sangoma CX
Agent Answer Rate By Que
https://coastalwaste.starcenter.star2star.com/panel/queue?id=18&slug=c3&type=queue_group#details
C3
Nov 16, 2023, 3:59 PM
Coastal
Panel
Details
Actions
Calls waiting: 0
No calls waiting.
Active calls: 3
AGENT / CALLER
DURATION
Harold Paxton
Customer Service C3
15619041657
08:25
Desiree Jeune
Customer Service C3
19542988825
00:18
Dina Sorto
Customer Service C3
13059623708
00:10
Paused agents: 2
AGENT
PAUSE REASON
DURATION
Susie Henderson
Meeting
02:59:36
Jilliann Lopapa
Outbound Calls
00:12:24
Free agents: 2
AGENT
QUEUE/LEVEL
EXTENSION
ONLINE
LAST CALL
IDLE
Christian...
x3027
04:07:49
00:03:15
00:03:00
Stacy Ca...
3008
07:40:10
00:01:07
00:01:07
Unavailable agents: 1
AGENT
QUEUE/LEVEL
EXTENSION
ONLINE
LAST CALL
On call
Aline Irak...
14252008193
1210
02:32:25
00:04:11
Type here to search
78°F Mostly cloudy
3:59 PM
11/16/2023

PC & Mac

File Explorer
ClickShare

Finder
ClickShare

iOS & Android

ClickShare App

App Store

Google play

ClickShare-C3

ClickShare - C3 Conference Room
C3
Welcome to Coastal Three Conference Room

Wireless IP: 192.168.2.1

BARCO

ClickShare

Coastal

Connected to Samsung TU7000 75 TV

Disconnect

Forums

Tickets

Submit a ticket

Welcome to

Hi, how can we help you?

Enter the search term here...

A Community of

Browse articles
Explore How-To's and learn best practices from our knowledge base

Meet the community
Set up your support portal, populate it with useful solutions, and create a...

View all tickets
Track all your ticket's progress and your interaction with the suppo...

Submit a ticket
Describe your issue by filling up the support ticket form

Knowledge base
View all articles

General

Waste & Recycling

Coral Springs Residents

Forums
View all topics

ironwear

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 20 | 19.20 | 20 | 18 | 18 | 16 | 15 | 17.40 | 20 | 19 | 20 | 20 | 20 | 19.80 | 20 | 18 | 18 | 16 | 15 | 17.40 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 9 | 10 | 10 | 10 | 9.40 | 10 | 8 | 9 | 8 | 10 | 9.00 | 10 | 9 | 10 | 10 | 10 | 9.80 | 8 | 9 | 9 | 8 | 8 | 8.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 26 | 28 | 30 | 25 | 26.80 | 20 | 26 | 18 | 25 | 25 | 22.80 | 28 | 28 | 29 | 30 | 30 | 29.00 | 25 | 24 | 23 | 10 | 15 | 19.40 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 | 10.9 | 10.9 | 10.9 | 10.9 | 10.9 | 10.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 5 | 5 | 4 | 5 | 4.80 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 3 | 5 | 4.60 | 5 | 5 | 5 | 5 | 2 | 4.40 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 4 | 5 | 5 | 5 | 4.80 | 0 | 3 | 0 | 0 | 5 | 1.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **86** | **84** | **90** | **92** | **88** | **88** | **85** | **90** | **80** | **84** | **90** | **86** | **92.3** | **90.3** | **93.3** | **92.3** | **94.3** | **93** | **73.9** | **71.9** | **70.9** | **54.9** | **55.9** | **66** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/3/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA - STANDARD | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| EWS | $3,925,773.86 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $4,848,035.99 | 30 | $100 / $150 X 30 = 20 | 24.3 | 24.3 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 23.0 | 23.0 |
| Waste Pro | $10,835,109.44 | 30 | $100 / $250 X 30 = 12 | 10.9 | 10.9 |

| RFP 2023-2-PW Pricing FORMULA - OPTION A | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $7,257,469.41 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $8,495,855.51 | 30 | $100 / $150 X 30 = 20 | 25.6 | 25.6 |
| Waste Pro | $12,395,652.92 | 30 | $100 / $200 X 30 = 15 | 17.6 | 17.6 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

| RFP 2023-2-PW Pricing FORMULA - OPTION 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 - *Round to the nearest tenth* |
|---|---|---|---|---|---|
| Waste Management | $3,871,877.39 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| EWS | $3,995,218.70 | 30 | $100 / $150 X 30 = 20 | 29.1 | 29.1 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 22.7 | 22.7 |
| Waste Pro | $10,878,348.68 | 30 | $100 / $250 X 30 = 12 | 10.7 | 10.7 |

| **RFP 2023-2-PW Pricing FORMULA - OPTION C** | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Waste Management | $3,461,759.75 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| EWS | $4,527,192.38 | 30 | $100 / $150 X 30 = 20 | 22.9 | 22.9 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 20.3 | 20.3 |
| Waste Pro | $11,517,765.32 | 30 | $100 / $250 X 30 = 12 | 9.0 | 9.0 |

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 20 | 19.20 | 0 | 0 | 0 | 0 | 0 | 0.00 | 20 | 19 | 20 | 20 | 20 | 19.80 | 20 | 18 | 18 | 16 | 15 | 17.40 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 9 | 10 | 10 | 10 | 9.40 | 0 | 0 | 0 | 0 | 0 | 0.00 | 10 | 9 | 10 | 10 | 10 | 9.80 | 8 | 9 | 9 | 8 | 8 | 8.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 26 | 29 | 30 | 28 | 27.60 | 0 | 0 | 0 | 0 | 0 | 0.00 | 28 | 28 | 30 | 30 | 28 | 28.80 | 25 | 24 | 23 | 10 | 18 | 20.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 | 22.6 | 22.6 | 22.6 | 22.6 | 22.6 | 22.60 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 5 | 5 | 4 | 5 | 4.80 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 5 | 5 | 3 | 5 | 4.60 | 5 | 5 | 5 | 5 | 3 | 4.60 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 4 | 5 | 5 | 5 | 4.80 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **93** | **91** | **98** | **99** | **98** | **96** | **0** | **0** | **0** | **0** | **0** | **0** | **92.2** | **90.2** | **94.2** | **92.2** | **92.2** | **92** | **85.6** | **83.6** | **82.6** | **66.6** | **71.6** | **78** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/3/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $36,834,601.02 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $45,720,627.24 | 30 | $100 / $150 X 30 = 20 | 24.2 | 24.2 |
| Waste Pro | $48,955,302.94 | 30 | $100 / $200 X 30 = 15 | 22.6 | 22.6 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

| Vendor | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total | MSW, Res Recycling, Commercial and Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 5,123,023.29 | $ 36,834,601.02 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 | $ 4,848,035.99 | $ 45,720,627.24 |
| EWS | | | $ 3,802,432.56 | | $ 3,871,877.40 | $ 4,403,851.08 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 | $ - |
| Waste Pro | $ 19,833,708.36 | $ 9,772,068.24 | $ 10,708,918.44 | $ 12,269,461.92 | $ 10,752,157.68 | $ 11,391,574.32 | $ 122,120.00 | $ 4,071.00 | $ 19,339,019.81 | $ 10,506.53 | $ 10,835,109.44 | $ 48,955,302.94 |

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 0 | 0 | 0 | 0 | 0.00 | ~~20~~ | 0 | 0 | 0 | 0 | 0.00 | 20 | 0 | 0 | 0 | 0 | 0.00 | 20 | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 0 | 0 | 0 | 0 | 0.00 | ~~10~~ | 0 | 0 | 0 | 0 | 0.00 | 10 | 0 | 0 | 0 | 0 | 0.00 | 8 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 0 | 0 | 0 | 0 | 0.00 | ~~25~~ | 0 | 0 | 0 | 0 | 0.00 | 28 | 0 | 0 | 0 | 0 | 0.00 | 25 | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | 63 | | | | | | 0 | | | | | | 68 | | | | | | 63 | | | | | |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recycling | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

Resid | Recycle

Dawn Deland acpw

11/3/23

Non-Bulk

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 17 | 0 | 0 | 0 | 3.40 | 0 | 18 | 0 | 0 | 0 | 3.60 | 0 | 19 | 0 | 0 | 0 | 3.80 | 0 | 18 | 0 | 0 | 0 | 3.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 9 | 0 | 0 | 0 | 1.80 | 0 | 8 | 0 | 0 | 0 | 1.60 | 0 | 9 | 0 | 0 | 0 | 1.80 | 0 | 9 | 0 | 0 | 0 | 1.80 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 26 | 0 | 0 | 0 | 5.20 | 0 | 26 | 0 | 0 | 0 | 5.20 | 0 | 28 | 0 | 0 | 0 | 5.60 | 0 | 24 | 0 | 0 | 0 | 4.80 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 4 | 0 | 0 | 0 | 0.80 | 0 | 3 | 0 | 0 | 0 | 0.60 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 |
| ***Total Points*** | **100** | **0** | **61** | **0** | **0** | **0** | **12** | **0** | **60** | **0** | **0** | **0** | **12** | **0** | **66** | **0** | **0** | **0** | **13** | **0** | **61** | **0** | **0** | **0** | **12** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 30 | 0 | 0 | 0.00 | 0 | 0 | 23 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

*MSW

11-03-23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 3½ | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

All

N Austin 11/3/23



MSD/Recycling

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 8 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 18 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 3 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 0 | 0 | 0 | 0 | 1.60 | 10 | 0 | 0 | 0 | 0 | 2.00 | 10 | 0 | 0 | 0 | 0 | 2.00 | 8 | 0 | 0 | 0 | 0 | 1.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 0 | 0 | 0 | 0 | 5.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 28 | 0 | 0 | 0 | 0 | 5.60 | 25 | 0 | 0 | 0 | 0 | 5.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 0 | 0 | 0 | 0 | 1.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 |
| ***Total Points*** | **100** | **63** | **0** | **0** | **0** | **0** | **13** | **55** | **0** | **0** | **0** | **0** | **11** | **68** | **0** | **0** | **0** | **0** | **14** | **63** | **0** | **0** | **0** | **0** | **13** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

"Bulk" only
Dawn DeLand, CCPW
11/3/23

Bulk Waste only

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 17 | 0 | 0 | 0 | 0.00 | 0 | 0 18 | 0 | 0 | 0 | 0.00 | 0 | 0 19 | 0 | 0 | 0 | 0.00 | 0 | 0 18 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 9 | 0 | 0 | 0 | 0.00 | 0 | 0 8 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 26 | 0 | 0 | 0 | 0.00 | 0 | 0 26 | 0 | 0 | 0 | 0.00 | 0 | 0 28 | 0 | 0 | 0 | 0.00 | 0 | 0 24 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 4 | 0 | 0 | 0 | 0.00 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0 61** | **0** | **0** | **0** | **0** | **0** | **0 60** | **0** | **0** | **0** | **0** | **0** | **0 56** | **0** | **0** | **0** | **0** | **0** | **0 51** | **0** | **0** | **0** | **0** |

*Assumes all Service

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 28 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 23 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

*BULK

11-03-23

Christopher DeGiovanni

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 25 | 0 | 0.00 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 3 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

NA 11/3/23

Meeting Date: 01/09/2024 Item #26.

Bulk

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 8 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 25 | 0.00 | 0 | 0 | 0 | 0 | 25 | 0.00 | 0 | 0 | 0 | 0 | 30 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 2 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **94.2** | **91.2** | **92.2** | **93.2** | **94.2** | **93** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

1459

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| | | 30 | $100 / $100 X 30 = 30 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $150 X 30 = 20 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^**

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **93** | **84** | **91** | **92** | **88** | **90** | **97** | **93** | **95** | **87** | **97** | **94** | **90.3** | **91.3** | **92.3** | **93.3** | **89.3** | **91** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| | | 30 | $100 / $100 X 30 = 30 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $150 X 30 = 20 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^**

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 20 | 0 | 0 | 0 | 0 | 0.00 | 0 20 | 0 | 0 | 0 | 0 | 0.00 | 0 20 | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 10 | 0 | 0 | 0 | 0 | 0.00 | 0 10 | 0 | 0 | 0 | 0 | 0.00 | 0 8 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 30 | 0 | 0 | 0 | 0 | 0.00 | 0 28 | 0 | 0 | 0 | 0 | 0.00 | 0 28 | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 4 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |
| | | 70 | | | | | | 60 | | | | | | 66 | | | | | |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

Meeting Date: 01/09/2024 Item #26.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 017 | 0 | 0 | 0 | 0.00 | 0 | 019 | 0 | 0 | 0 | 0.00 | 0 | 019 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 08 | 0 | 0 | 0 | 0.00 | 0 | 08 | 0 | 0 | 0 | 0.00 | 0 | 09 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 027 | 0 | 0 | 0 | 0.00 | 0 | 028 | 0 | 0 | 0 | 0.00 | 0 | 029 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 04 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 05 | 0 | 0 | 0 | 0.00 | 0 | 03 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 19 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 25 | 0 | 0 | 0.00 | 0 | 0 | 29 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

(Use of credit letter?)

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

*MSW / recy.

11-08-23

Christopher De Giovanni

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 0 | 0 | 0.00 | 0 | 0 | 0 | 16 0 | 0 | 0.00 | 0 | 0 | 0 | 20 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 0 | 0 | 0.00 | 0 | 0 | 0 | 8 0 | 0 | 0.00 | 0 | 0 | 0 | 10 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 0 | 0 | 0.00 | 0 | 0 | 0 | 25 0 | 0 | 0.00 | 0 | 0 | 0 | 30 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 0 | 0 | 0.00 | 0 | 0 | 0 | 5 0 | 0 | 0.00 | 0 | 0 | 0 | 4 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 0 | 0 | 0.00 | 0 | 0 | 0 | 3 0 | 0 | 0.00 | 0 | 0 | 0 | 5 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

DDD
11/8/23
Bulk

Notosha Austin

Meeting Date: 01/09/2024 Item #26.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 18 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 18 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 9 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 27 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | [illegible] | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | [illegible] | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 4 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 018 | 0 | 0 | 0 | 0 | 0.00 | 020 | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 010 | 0 | 0 | 0 | 0 | 0.00 | 010 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 030 | 0 | 0 | 0 | 0 | 0.00 | 030 | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 05 | 0 | 0 | 0 | 0 | 0.00 | 05 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 05 | 0 | 0 | 0 | 0 | 0.00 | 05 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |
| | | 68 | | | | | | 70 | | | | | |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

11/8/23 Nadeau

Meeting Date: 01/09/2024 Item #26.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 17 | 0 | 0 | 0 | 0.00 | 0 | 0 19 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 8 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 27 | 0 | 0 | 0 | 0.00 | 0 | 0 29 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 4 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 5 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 20 0 | 0 | 0 | 0.00 | 0 | 0 | 19 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 0 | 0 | 0 | 0.00 | 0 | 0 | 9 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 30 0 | 0 | 0 | 0.00 | 0 | 0 | 30 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 0 | 0 | 0 | 0.00 | 0 | 0 | 5 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 0 | 0 | 0 | 0.00 | 0 | 0 | 5 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

MSW /recy
11-8-23
Christopher DeGiovanni

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 20 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 30 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 | 0 | 0.00 | 0 | 0 | 0 | 4 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

DD
11/8/23
AN

Prepared by: Purchasing Division
Date: 11/08/2023

Notosha Austin 11/8/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 29 | 0.00 | 0 | 0 | 0 | 0 | 30 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

**Initial Term Totals** ***** CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

| **Vendor** | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | **Total** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | | | | | | | $ 19,565,603.78 | $ 7,368.52 | **$ 36,834,601.02** |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | | | | | | | $ 21,881,984.40 | $ 8,580.48 | **$ 45,720,627.24** |

**Initial Term Totals** ***** SINGULAR CONTRACT FOR ALL SERVICES *****

| **Vendor** | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 |

***** BULK SEPARATE CONTRACT *****

| **Vendor** | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 5,123,023.29 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 | $ 4,848,035.99 |
| EWS | | | $ 3,802,432.56 | | $ 3,871,877.40 | $ 4,403,851.08 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

1474

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $35,575,438.55 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $41,326,985.04 | 30 | $100 / $150 X 30 = 20 | 25.8 | 25.8 |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA - STANDARD | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| EWS | $3,925,773.86 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Coastal | $4,622,967.59 | 30 | $100 / $150 X 30 = 20 | 25.5 | 25.5 |
| Waste Management | $4,739,013.30 | 30 | $100 / $200 X 30 = 15 | 24.9 | 24.9 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**Initial Term Totals** ***** BAFO - CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

| Vendor | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | | | | | | | $ 19,565,603.78 | $ 7,368.52 | **$ 35,575,438.55** |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | | | | | | | $ 21,454,388.98 | $ 8,928.17 | **$ 41,326,985.04** |

**Initial Term Totals** ***** BAFO - SINGULAR CONTRACT FOR ALL SERVICES *****

| Vendor | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | $ 4,459,353.93 | $ 7,094,426.71 | $ 4,459,353.93 | $ 4,459,353.93 | $ 162,840.17 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | $ 4,344,535.43 | $ 7,908,492.38 | $ 3,389,353.88 | $ 2,988,793.87 | $ 391,930.33 | $ 2,547.55 | $ 21,454,388.98 | $ 8,928.17 |

***** BAFO - BULK SEPARATE CONTRACT *****

| Vendor | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | $ 4,459,353.93 | $ 7,094,426.71 | $ 4,459,353.93 | $ 4,459,353.93 | $ 162,840.17 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 4,622,967.59 |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | $ 4,344,535.43 | $ 7,908,492.38 | $ 3,389,353.88 | $ 2,988,793.87 | $ 391,930.33 | $ 2,547.55 | $ 21,454,388.98 | $ 8,928.17 | $ 4,739,013.30 |
| EWS | | | $ 3,802,432.56 | | $ 3,550,858.80 | $ 3,356,937.36 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

11-14-23
Christopher De Giovanni

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

11-14-23
Christopher De Giovanni

Notosha Austin
11/14/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

Meeting Date: 01/09/2024 Item #26.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

11/14/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# Vendor Compliance Check List

| **Vendor: Coastal Waste & Recycling, Inc.**<br><br>**FEIN: 82-2069658** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Contractors | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Thursday, November 30, 2023 | |

# Vendor Compliance Check List



## 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.

*There are currently no vendors on this list.*



## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

Vendor Compliance
Check List

## Table 7: List of Prohibited Investments (Scrutinized Companies)

*(New companies are highlighted and in bold.)*

| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| Aviation Industry Corporation of China (AVIC) | Sudan | China | September 24, 2019 | Yes |
| AviChina Industry & Technology | Sudan | China | June 4, 2019 | Yes |
| AVIC International Finance Ltd | Sudan | China | September 24, 2019 | Yes |
| AVIC International Holdings Ltd (formerly listed as AVIC International) | Sudan | China | June 4, 2019 | Yes |
| Bank of Kunlun Co Ltd | Sudan & Iran | China | March 7, 2018 | Yes |
| Chennai Petroleum Corp Ltd | Sudan | India | September 19, 2007 | Yes |
| China BlueChemical Ltd | Iran | China | March 19, 2013 | Yes |
| China National Petroleum Corporation (CNPC) | Sudan & Iran | China | December 11, 2012 | Yes |
| China Oilfield Services Ltd | Iran | China | June 16, 2011 | Yes |
| China Petrochemical Corporation (Sinopec Group) | Sudan & Iran | China | December 3, 2019 | Yes |
| China Petroleum & Chemical Corp (CPCC) Sinopec | Sudan & Iran | China | September 19, 2007 | Yes |
| China Petroleum Engineering Corp | Sudan & Iran | China | March 7, 2018 | Yes |
| CNOOC Ltd | Iran | China | June 16, 2011 | Yes |
| CNOOC Curtis Funding No.1 Pty Ltd | Iran | Australia | October 17, 2017 | Yes |
| CNOOC Energy Technology & Services Ltd | Iran | China | June 15, 2021 | Yes |
| CNOOC Finance Limited | Iran | China | September 24, 2013 | Yes |
| CNOOC Nexen Finance | Iran | Canada | October 17, 2017 | Yes |
| CNPC Capital Company Limited | Sudan & Iran | China | June 14, 2017 | Yes |
| CNPC General Capital Ltd | Sudan & Iran | China | June 26, 2012 | Yes |
| CNPC Global Capital Limited | Sudan & Iran | China | December 15, 2020 | Yes |
| CNPC HK Overseas Capital Ltd | Sudan & Iran | China | June 16, 2011 | Yes |
| COSL Finance (BVI) Limited | Iran | China | September 24, 2013 | Yes |
| COSL Singapore Capital Ltd | Iran | Singapore | December 4, 2018 | Yes |
| Daqing Huake Group Co Ltd | Sudan | China | March 25, 2008 | Yes |

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |
| | | Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| | | RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold. (One company was added this quarter.)*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 |
| Betsah SA | Luxembourg | August 2, 2016 |
| Cactus SA | Luxembourg | August 2, 2016 |
| Co-operative Group Limited | United Kingdom | September 26, 2017 |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 |
| **Morningstar, Inc (Sustainalytics)** | **United States** | **October 25, 2023** |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 |
| Hindustan Unilever Ltd | India | July 29, 2021 |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 |
| Unilever Finance Netherlands BV (Unilever PLC bond issuance) | Netherlands | July 29, 2021 |



| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Unilever Ghana Ltd | Ghana | July 29, 2021 |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 |
| **# of Companies that Boycott Israel** | 18 | |

# Vendor Compliance Check List

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Apr 07, 2023**
**Secretary of State**
**5099868819CC**

DOCUMENT# F17000003741

**Entity Name:** COASTAL WASTE & RECYCLING, INC.

**Current Principal Place of Business:**

2481 NW 2ND AVE
SUITE 200
BOCA RATON, FL 33431

**Current Mailing Address:**

2481 NW 2ND AVE
SUITE 200
BOCA RATON, FL 33431 US

**FEI Number: 82-2069658**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 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

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | CHAIRMAN | Title | PRESIDENT, CEO |
| Name | D'AMICO, BRIAN | Name | PANTANO, BRENDON |
| Address | 70 WEST CHIPPEWA ST, STE. 500 | Address | 1840 NW 33RD STREET |
| City-State-Zip: | BUFFALO NY 14202 | City-State-Zip: | POMPANO BEACH FL 33064 |
| Title | SECRETARY | Title | CFO |
| Name | GORINO, CHRISTIAN | Name | BEAUDOIN, KRISTI |
| Address | 70 WEST CHIPPEWA ST, STE. 500 | Address | 1840 NW 33RD STREET |
| City-State-Zip: | BUFFALO NY 14202 | City-State-Zip: | POMPANO BEACH FL 33064 |
| Title | COO | | |
| Name | PANTANO, DENNIS | | |
| Address | 1840 NW 33RD STREET | | |
| City-State-Zip: | POMPANO BEACH FL 33064 | | |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: BRENDON PANTANO CEO 04/07/2023

Electronic Signature of Signing Officer/Director Detail — Date

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Coastal Waste & Recycling Inc. | | Open | 12/23/2019 | | 500 to 999 | 21 | FL, GA |
| Coastal Waste & Recycling Inc. | | Open | 05/09/2023 | | 500 to 999 | 18 | FL, GA |

Showing 1 to 2 of 2 entries.

**INTER-OFFICE CORRESPONDENCE**

**MEMORANDUM NO. 2023-007**

TO: Mayor Greg Ross
Members of the City Commission

CC: Ryan Eggleston, City Manager
Tim Fleming, Interim Public Works Director
Tedra Allen, City Clerk

FROM: Jacob G. Horowitz, City Attorney *JGH*

DATE: July 17, 2023

RE: City of Cooper City ("City") / Waste Management Contract

As a follow-up to the discussions related to the City's solid waste contract at the June 27 and July 11 City Commission meetings, the City Attorney's Office has prepared a brief analysis of the City's current agreement with Waste Management ("WM"). The intent of this memorandum is to provide a chronology of the City's relationship with WM, and to offer some additional context as the City work to finalize its competitive solicitation package for solid waste collection services.

As part of our analysis, the City Attorney's Office examined the City's original Collection Services Contract with WM, dated January 23, 2001 (the "Original Agreement"), along with all amendments thereto as well as the City Commission's action related to each item. Our office did not re-listen to each commission meeting where the Original Agreement and subsequent amendments were discussed, and it is possible that the public discussions and staff recommendations at the time of each approval provide some additional context to this issue. The City Attorney's Office is prepared to revisit the prior commission discussions and examine this matter further, upon request.

## CHRONOLOGY OF WM CONTRACT

January 23, 2001 - The City Commission adopted Ordinance No. 01-1-2 (the "Ordinance"), thereby grating an exclusive right, privilege and franchise to WM to operate the only garbage, trash and recycling collection system in the City[1]. The Ordinance further approved the Original Agreement, providing for a five (5) year term, commencing on March 1, 2001. Section 1.02 of the Original Agreement provided for up to two (2) additional three (3) year renewal terms, at the option of the City.

[1] Section 5.17 of the City Charter requires the adoption of an ordinance by the City Commission to grant a franchise to an individual, company, firm or corporation to exercise public functions in the City and to construct and operate any and all public utilities in the City.

June 13, 2006 – The City Commission adopted Resolution No. 06-06-4, thereby approving the First Amendment to the Original Agreement. This resolution indicates that the City, prior to the February 28, 2006 expiration of the Original Agreement, issued Request for Proposals No. 2006-01, seeking to solicit proposals for a new sanitation franchise hauler. On April 26, 2006, the City Commission rejected the two (2) proposals received in response to the RFP and directed staff to negotiate the renewal of the Original Agreement with WM. The First Amendment to the Agreement extended the initial term of the Original Agreement through June 1, 2009; however, it did not appear to implement the first renewal term. The First Amendment continues to reference two (2) additional three-year renewal options, upon mutual consent of the parties.

December 9, 2008 – The City and WM entered into the Second Amendment to the Original Agreement, thereby extending the initial term through June 1, 2012. The Second Amendment makes no reference to a renewal term or provides any change to the Original Agreement in the context of the two (2) additional three-year renewal options. To the contrary, these renewal terms expressly remain in full force and effect. Additionally, this Second Amendment was executed by the then-City Manager. At the regular commission meeting on December 9, 2008, the City Commission directed the manager to negotiate a renewal with WM; however, the Clerk's Office was unable to locate any subsequent commission action formally approving the Second Amendment.

September 26, 2011 – The City Commission adopted Resolution No. 11-9-2, thereby approving the Third Amendment to the Original Agreement. This Third Amendment extended the initial term of the Original Agreement for an additional three (3) years, through June 1, 2015. Again this Third Amendment made no reference to a renewal term or change to the two (2) additional three-year renewal options set forth in the Original Agreement.

March 27, 2012 – The City Commission approved WM's request to conduct an "Organics Pilot Recycling Program;" and the parties entered into a Fourth Amendment to the Original Agreement, thereby formally establishing the City's role in participating in the program. The Fourth Amendment makes no reference to the contract term.

April 22, 2014 – The City Commission adopted Resolution No. 14-4-5. This resolution approved the Fifth Amendment to the Original Agreement, which had been executed by the Parties on or about October 31, 2013. The Fifth Amendment extended the term of the Original Agreement through June 1, 2018. The Fifth Amendment further revised the renewal term of the Original Agreement and provided that the parties may renew or further extend the contract for such terms and under such conditions as are mutually agreeable.

April 10, 2018 – The City Commission adopted Resolution No. 18-4-3, thereby approving the Sixth Amendment to the Original Agreement. The Sixth Amendment provided for a five-year extension of the initial term through September 30, 2023.

Please note that several of the aforementioned amendments also included certain operational changes to the City's relationship with WM. This memorandum is limited solely to an examination of the Original Agreement's initial term, along with any contract renewals.

## NEXT STEPS AND CONCLUSION

Based on the foregoing chronology, it appears that the City last issued a competitive solicitation for solid waste services in 2006, at which time the City rejected all proposals and extended its 2001 Original Agreement with WM pursuant to the First Amendment. While the Original Agreement provided for a five (5) year term with two (2) three-year renewal options, the City continued to extend the initial term pursuant to the various amendments referenced herein. Since the Original Agreement contemplated a maximum term of eleven (11) years (the initial term plus two renewals) and the City's relationship with WM has extended for approximately twenty-two (22) years, the City Attorney's Office recommends that the City proceed with its forthcoming competitive solicitation process and pursue a new contract for solid waste collection services.

Notwithstanding this recommendation, it is also understood that it may be a challenge to finalize the solid waste procurement process, review proposals from prospective vendors, and award a new collection services contract prior to the September 30, 2023 expiration of the current WM agreement. Further, in the event that a hauler other that WM is selected at the conclusion of the procurement process, it may take additional time to implement a new contract and ensure a seamless transition to a successor hauler.

In light of these timing concerns and in order to ensure that there is no disruption of services in the City, a limited extension to the current WM contract may be unavoidable. To the extent that an extension is needed, we would recommend that such an extension be limited solely to the reasonable time necessary to complete the procurement process and secure a new contract for solid waste collection services.

Please contact our office is there is any additional information that we can provide.

**CITY COMMISSION**
**ORDINANCE/RESOLUTION**

**TITLE:** **Ordinance 23-31 (Administration)**

**DATE:** January 9, 2023

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**
The City Manager recommends the Commission to approve the execution of the franchise agreement with Eastern Waste Systems, Inc.

**BACKGROUND OF ITEM:**
Beginning January 23, 2001, Cooper City has had a collection services agreement with Waste Management Inc. of Florida providing for the collection and hauling of commercial and residential municipal solid waste (MSW), residential bulk and recycling, and Rolloff services. The seventh amendment to this agreement was executed August 24, 2023 and provided for a limited six-month extension of the services agreement. This agreement expires on March 31, 2024.

Request for Proposal (RFP) 2023-2-PW was issued September 29, 2023 to competitively bid these services with the changes/additions to the current service levels/contractual requirements including:

a. City to assume responsibility for actual residential MSW and bulk disposal costs
b. Proposers asked to identify their fees for all services for years 1 through 7 of the initial contract term
c. Franchise fees (12%) to apply to all charges, including billed disposal.
d. Customer service specifications including multi-lingual call center, web platforms and reporting tools.
e. Administrative charges to apply to critical service measures.
f. $120,000 annual payment to support Solid Waste Coordinator position to be created
g. Increase in annual scholarship payment from $5,000 to $10,000 per year.

h. Multi-family properties to be billed as single-family properties eliminating additional costs and invoicing to the City.
i. Emergency debris services included for bulk (as needed).
j. Extra services upon request for bulk customers.
k. Exploration of bulk serviced at current levels, once monthly on Mondays, once every other month at 10cy per collection and once quarterly at 15cy per collection.

**ANALYSIS:**

The procurement process to rebid these services began September 29, 2023, with the issuance of RFP 2023-2-PW. The RFP closed October 23, 2023 were receiving a total of four proposals from the following qualified vendors:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida
4. Waste Pro of Florida, Inc.

In accordance with the City's Procurement Code, an Evaluation Committee (EC) was established, comprised of five members with a mix of internal and external subject matter experts and stakeholders as follows:

1. Phillip R. Holste- Assistant Town Administrator, Town of Davie
2. Notosha Austin- Interim Director, Broward County Solid Waste & Recycling Services
3. Dawn DeLand- Senior Administrative Specialist, Cooper City- Public Works Department
4. Captain Christopher De Giovanni- BSO District Police Chief for Cooper City
5. Michael Nadeau- Senior Budget Analyst, Cooper City- Finance Department

The committee convened for a total of three meetings to thoroughly assess the proposals.

After initial evaluations on November 3, 2023, the EC short-listed the following three proposers:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida

These three vendors were invited to provide formal presentations and question-and-answer sessions on November 8, 2023, specifically addressing services related to MSW, Recycling, and Bulk Waste. Coastal Waste & Recycling and Waste Management were identified as the two finalists for MSW, recycling and Rolloff services. (Eastern Waste Systems, Inc. only submitted a proposal for bulk waste services). During this meeting, the EC determined that it was in the best interest of the City to request proposers submit their "Best and Final Offers" in accordance with Sec. 2-256(3)(g) of the City Code. These were received on Monday, November 13, 2023 by all proposers.

The EC reconvened on November 14, 2023 for a final meeting to assess the "Best and Final Offers", conduct a final evaluation and ranking, and voted to recommend the separate award of a contract for bulk waste services to Eastern Waste Systems, Inc. at the current service level (6cy once per month) and commercial and residential MSW, recycling and Rolloff services to Coastal Waste & Recycling, Inc. Eastern Waste Systems, Inc. currently provides bulk waste services to the City as a subcontractor for the current hauler, Waste Management Inc. of Florida.

**The contract for commercial and residential MSW, recycling and Rolloff services is being recommended for Commission approval under a separate staff report (Ordinance 23-30)**

**STRATEGIC PLAN:**
Strategic Plan #2 – serving the best interests of the health, safety and welfare of the citizens and residents of the City.

**PROCUREMENT:**
Sec. 2-256 - Methods of Source Selection (3)Competitive sealed proposals (Request for Proposals).

**FISCAL IMPACT:**
Solid waste charges are not budgeted. Rates charged to customers are a pass through. The amount provided below is calculated from the commencement date of agreement, April 1st 2024 through September 30th, 2024.

| General Ledger Acct. Number | Budgeted Amount | Requested Amount | Remaining Amount |
|---|---|---|---|
| 601-000-202010-00<br>Solid Waste | | $233,229.84 | |

**ALTERNATIVES:**
The City could explore the potential benefits of bundling all services under a singular contract with one vendor. Potential benefits include operational synergies, enhanced vendor accountability, one point of contact for customer service issues and requests and simplified administration.

Eastern Waste Systems, Inc. submitted pricing for current service levels, bulk serviced every other month at 10cy per collection and bulk serviced quarterly at 15cy per collection but did not submit pricing for once monthly Monday service. The City could choose an alternative service schedule with Eastern Waste Systems, Inc. or award to Coastal Waste & Recycling, Inc. or Waste Management Inc. of Florida if it desires to change service to once monthly Monday service.

**ATTACHMENTS:**
1. Ordinance 23-31
2. City of Cooper City Agreement – Eastern Waste Systems, In
3. Exhibit A – Solicitation – RFP 2023-2-PW Solid Waste Removal Services
4. Exhibit B – Eastern Waste Systems, Inc. Submittal

5. Exhibit C – Eastern Waste Systems, Inc. Validation and Verification
6. Tabulation – RFP 2023-2PW
7. Vendor Compliance – Eastern Waste Systems, Inc.
8. Memo 2023-007 Chronology of Solid Waste Contract

## Workflow History

| User | Task | Action | Date/Time |
|---|---|---|---|
| Allen, Tedra | NEW ITEM: Not Yet Routed | *COMPLETE: Forward to ... | 12/29/23 12:30 PM |
| Horowitz, Jacob | Assigned to Attorney | COMPLETE: Forward to ... | 12/29/23 12:38 PM |
| Eggleston, Ryan | Assigned to City Manager | COMPLETE: Forward to ... | 12/29/23 12:48 PM |
| Allen, Tedra | Assigned to City Clerk | APPROVE ITEM: End Wo... | 01/04/24 08:44 AM |
| Allen, Tedra | END WORKFLOW - APPROVED | | 01/04/24 04:25 PM |

# ORDINANCE NO. 23-31

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS,** the City of Cooper City ("City") provides bulk waste and bulk yard waste collection within the City; and

**WHEREAS**, the City recently advertised its Request for Proposals #2023-2-PW embracing City's intent and desire to hire a firm(s) to provide "Solid Waste Removal Services" (the "RFP"); and

**WHEREAS,** the RFP contemplated awarding separate contracts for hauling bulk waste and residential solid waste and recycling hauling services; and

**WHEREAS**, on November 14, 2023, the City's the evaluation committee conducted its third meeting to evaluate prospective hauling firms and specifically considered the best and final offers from the shortlisted firms; and

**WHEREAS,** the City's evaluation committee recommended that the bulk waste collection portion of the solicitation be awarded to EWS and recommended that the City negotiate and enter into a franchise agreement with EWS to render the services described in Exhibit "A" attached hereto and incorporated herein; and

**ORDINANCE NO. 23-31**

**WHEREAS,** the City and EWS desire to enter into the Agreement to provide bulk waste/trash and bulk yard waste collection services ("Agreement"), a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference; and

**WHEREAS,** the City Commission hereby determines this Agreement to be in the best interests of the health, safety and welfare of the citizens and residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** The City Commission of the City of Cooper City does hereby approve the Franchise Agreement for Bulk Waste/Trash and Bulk Yard Waste Collection Services with EWS, which is attached hereto as Exhibit “A” and incorporated herein.

**SECTION 3.** The City Manager is hereby authorized and directed, on behalf of the City, to execute and to otherwise enter into the Agreement for Bulk Waste/Trash and Bulk Yard Waste Collection Services by and between the City of Cooper City and EWS.

**SECTION 4.** The City Manager, or his designee, be and the same is hereby authorized and directed to do all things necessary and expedient in order to effectuate the execution of the Agreement for Bulk Waste/Trash and Bulk Yard Waste Collection Services, including, but not limited, to the appropriating, budgeting, and implementation of each of the terms, conditions, and provisions, thereof, so as to best protect the health, safety, and welfare of the citizens and residents of the City, in accordance with the Charter and Code of Ordinances of the City.

**ORDINANCE NO. 23-31**

**SECTION 5.** All other terms, conditions, and provisions, shall be as set forth in the Agreement for Bulk Waste/Trash and Bulk Yard Waste Collection Services, which is attached hereto and made a specific part hereof.

**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 remaining portions or applications remaining in full force and effect.

**SECTION 7.** 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.

**SECTION 8.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED on First Reading this _____ day of _____, 2023.**

**PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2023.**

_____
MAYOR GREG ROSS

ATTEST:

_____
TEDRA ALLEN, MMC

Approved as to Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

**ROLL CALL**

| | |
|---|---|
| Mayor Ross | _____ |
| Commissioner Green | _____ |
| Commissioner Shrouder | _____ |
| Commissioner Katzman | _____ |
| Commissioner Mallozzi | _____ |

# ORDINANCE NO. 23-31

# BULK WASTE COLLECTION SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND EASTERN WASTE SYSTEMS, INC.

**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 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**EASTERN WASTE SYSTEMS, INC.,** a **bulk waste collection services company**, authorized to do business in the State of Florida, with a business address of **1660 NW 19TH AVE, POMPANO BEACH, FL 33069** (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
## PREMABLE

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 **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for residential bulk only,** 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 2023-2-PW",** 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 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 seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. 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.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

## 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 the unit prices stated 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:

**EASTERN WASTE SYSTEMS, INC.**
**Attn: Michael Marzano**
**1660 NW 19TH AVE**
**POMPANO BEACH, FL 33069**

## 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 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. The parties 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

Where CONTRACTOR is required to enter or go onto the 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, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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. 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. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article 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.

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.

Policies shall be endorsed to provide the CITY with notice of cancellation or CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

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, CONTRACTOR shall furnish, as soon as reasonably practicable, 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. 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.

**Prior to the commencement of the project, CONTRACTOR shall provide CITY with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by CONTRACTOR. Additionally, the CONTRACTOR shall provide CITY with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.**

**CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against CITY, its officials, employees, agents and volunteers for all losses or damages.**

7.1 **REQUIRED INSURANCE**

7.1.1 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.**

7.1.2 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 subcontractor 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 subcontractor 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 |

7.1.3 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

7.1.4 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than $1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

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.

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. 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 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. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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.

7.3 **INSURANCE CERTIFICATE**. Insurance Certificate Requirements are as set forth in Exhibit A

## 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 CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 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

13.1 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:

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

B. 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

C. 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
## COMPLIANCE WITH FOREIGN ENTITY LAWS

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

## ARTICLE 15
## MISCELLANEOUS

15.1 **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 CONTRACTOR's work product for its intended purposes.

15.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 CONTRACTOR 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.

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.

15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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.

15.5 **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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th 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

Contractor: **Treasurer Director**
**Michael Marzano**
**EASTERN WASTE SYSTEMS, INC.**
**1660 NW 19TH AVE**
**POMPANO BEACH, FL 33069**
**E-mail: mmarzano@easternwaste.com**
**Telephone No: 954-543-9800**

15.6 **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.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall

prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **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.

15.12 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party'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.

15.13 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **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.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

CONTRACTOR:
**EASTERN WASTE SYSTEMS, INC.**, a Florida corporation

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 **EASTERN WASTE SYSTEMS, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **EASTERN WASTE SYSTEMS, INC.** 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 seal in the State and County aforesaid this _____ day of 20____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

**CITY OF COOPER CITY**

**Request for Proposal**

# Solid Waste Removal Services
# RFP 2023-2-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, September 29, 2023
Due Date: Monday, October 23, 2023

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# NOTICE TO BIDDERS/PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, October 23, 2023, from qualified contractors capable of providing Solid Waste Removal Services Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

## Solid Waste Removal Services
## RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

**Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Monday, October 23, 2023**. The outside of the envelope or box must be clearly marked **"RFP 2023-2-PW, Solid Waste Removal Services"** and shall contain one (1) identified, unbound original, three (3) copies, and five (5) electronic copy (flash drives) of your bid/proposal.

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. 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/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

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Please publish one (1) time on: Wednesday, October 4, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk
City of Cooper City
9090 SW 50 Place Cooper City,
FL 33328
TAllen@CooperCity.gov

# 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 (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

**1.2 DUE DATE & SUBMITTALS**

**1.2.1** All bids are due no later than 3:00 PM (EST), Monday, October 23, 2023, to 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.

**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. The City encourages early submittal of bids.

**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 Bidder 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. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

**1.3 PRE-PROPOSAL MEETING – NON-MANDATORY**

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023 at 9090 SW 50th Place, Cooper City, Florida 33328.

**1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications 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 seven (7) years commencing on April 1, 2024 awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed 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 Proposer'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**

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of at least one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

**1.8 COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of seven (7) years. No cost increases shall be accepted in this initial contract term except as described in Section 5.7.6. Please consider this when providing pricing for this request for proposal.

Bidders shall submit firm, fixed pricing for years one (1) through seven (7) in accordance with the provided price proposal sheets. The City will not consider any changes to pricing for the initial term except for changes in commercial/rolloff disposal costs as described in Section 5.7.6 herein.

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), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by City.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, 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 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, the Contract will be considered cancelled on the scheduled expiration date.

Residential Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

**1.9 METHOD OF AWARD**

**1.9.1** 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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

THE CITY IS REQUESTING PRICING ON THREE ALTERNATIVE SCHEDULES FOR BULK WASTE PICKUP. CONTRACTORS ARE ASKED TO PROVIDE PRICING FOR THE FOLLOWING:

1) Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) THIS IS CURRENT SCHEDULE; PROPOSERS MUST PROVIDE PRICING FOR THIS SCHEDULE, OR MAY BE DEEMED NON-RESPONSIVE.

2) Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) OPTION A

3) Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month) OPTION B

4) Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month) OPTION C

Refer to Section VI for the award.

**1.9.2** Bidder must provide a cost proposal 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 Bidder, 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** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.5** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.6** While the City Commission may determine to award a contract to a Bidder(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 Bidder 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 Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.7** 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 Bidder, 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 Bidder hereby acknowledges and agrees to this right of the City.

**1.10 INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. 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. 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.

**Payment Method**

The City of Cooper City 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 vendors of the City of Cooper City 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. See Contract Payment Method form attached.

**PCI DSS (Payment Card Industry Data Security Standard) 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 Cooper City. Failure to produce documentation could result in termination of the contract.

BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

**1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. 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 BILLING INSTRUCTIONS**

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

**1.13 WRITTEN CONTRACT**

The awarded Bidder/Successful 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 solicitation, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**

## SECTION II – SOLICITATION SCHEDULE

| Item | Date |
|---|---|
| Request for Proposal Issued and Advertised | Friday, September 29, 2023 |
| NON-MANDATORYPre-Bid Meeting (11:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328) | Tuesday, October 10, 2023 |
| Last Date for Receipt of Questions of a Material Nature | Tuesday, October 17, 2023 |
| **PROPOSAL DUE (Prior to 3:00PM EST)** | Monday, October 23, 2023 |
| Review of Proposals & Selection of Candidates for Presentations | Week of October 23, 2023 Through Week of October 30, 2023 |
| Presentations & Final Ranking | Week of October 31, 2023 Through Week of November 14, 2023 |
| Recommendation of Award/Agenda Item Request | Tuesday, December 5, 2023 |
| Anticipated Award of Contract by City Commission | Tuesday, December 12, 2023 |

*** *Schedule subject to change* ***

**[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/PROPOSAL TABULATIONS**
Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

**3.2 NO BID/PROPOSAL**
If not submitting a Bid/Proposal, 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/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

**3.3 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.

**3.4 MISTAKES**
Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

**3.5 ESTIMATED QUANTITIES**
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

**3.6 PROTESTS, APPEALS AND DISPUTES**
Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division 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/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager'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.
(see Cooper City Code of Ordinances Section 2-265 for further information.)
https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH2AD_ARTXCOPRCO_S2-265APRE

**3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Services may be tested for compliance with specifications. Services delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These services and services not delivered as per delivery date in Bid/Proposal 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.

**3.8 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.

**3.9 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.

**3.10 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 alleged or actual infringement 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/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**3.11 OSHA**

The Proposer warrants that the products supplied and services rendered 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.

**3.12 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.

**3.13 DEFAULT**

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

**3.14 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 Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals 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/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal 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/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

**3.15 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

**3.16 DEMONSTRATION OF COMPETENCY**

**3.16.1 Minimum Qualifications**

Proposers shall be in the business of commercial and residential solid waste and recycling collections and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least three entities similar in size and complexity to the City of Cooper City and the managerial and financial ability to successfully perform the work. Should proposer have provided service in the past 5 years for the City of Cooper City or be a current service provider, proposer must indicate what work was performed, contract number if available and contract/project value of the work performed.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**3.16.2** Proposer or principals shall have relevant experience in commercial and residential solid waste and recycling collection activities. Local manager assigned to supervise the work must have a minimum of 5-years of experience in solid waste and recycling collection operations and have served as have served as the manager for collection activities for operations of a similar size and complexity to the City of Cooper City.

**3.16.3** 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, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**3.16.4** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**3.16.5** Neither firm nor any principal, officer, or stockholder 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.

**3.16.6** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals 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/Proposal. 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 ensure 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.

**3.16.7** 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.

**3.16.8** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer'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 Successful Proposer 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.

### 3.17 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to 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 contact, 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 (if applicable).

### 3.18 CONTRACT ADMINISTRATOR

The City may designate a Contract Administrator whose principal duties shall be:

- Liaise 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

### 3.19 CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Administrator 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 |
| 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 within ten (10) business days of his receipt to the City Contract Administrator if he/she 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.

### 3.20 ASSIGNMENT

The Successful Proposer 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.

### 3.21 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.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

**3.22 NON-EXCLUSIVE**

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.

**3.23 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:

**3.23.1** 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;

**3.23.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**3.23.3** 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

**3.23.4** 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.

**3.24 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.

**3.25 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/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.25.1** 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.

**3.25.2** Any prices and/or cost data quoted for this Bid/Proposal 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.

**3.25.3** 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/Proposal for the purpose of restricting competition.

**3.25.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.25.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

**3.26 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/Proposal 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 Division 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's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

**3.27 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

**3.28 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**3.29 TERMINATION FOR DEFAULT**

If Successful Proposer 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 Successful Proposer 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 Successful Proposer was not in default or (2) the Successful Proposer'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.

**3.30 TERMINATION**

**3.30.1 Default by Contractor**

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

**3.30.2 City Termination**

(a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.

(b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall

not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.

(c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.

(d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

(e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.

(f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

(g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:

1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.

2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.

3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:

   i. Contractor fails to pay its debts when they become due;
   ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
   iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;

   Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.

6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

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 Successful Proposer 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.

**3.30.3 Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement 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 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.

**3.30.4 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.

**3.31 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.

**3.32 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, or in the event of federal jurisdiction, in the Southern District of Florida.

**3.33 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

**3.34 AUDITS**

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 (2022), as may be amended or revised, 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**3.35 PUBLIC RECORDS:**

a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer 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, Successful Proposer 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 Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer 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 Successful Proposer 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 Successful Proposer shall be withheld until all records are received as provided herein.

f. Successful Proposer'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 SUCCESSFUL PROPOSER 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:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

**3.36 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 certifies that it 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 (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. 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 (2022), 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 (2022), 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 (2022), as may be amended or revised.

**3.37 E-VERIFY**

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), 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:

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

c. 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

d. 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.

**3.38 BIDDERS AND PROPOSERS ARE HEREBY NOTIFIED OF THE INCLUSION OF FLORIDA STATUTE §287.05701, AS MAY BE AMENDED, REGARDING CONSIDERATION OF VENDOR RESPONSIBILITY:**

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

**[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 Awarded Vendor

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**

Insurance Requirements

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 its 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 through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, 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/or endorsements shall in no way 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 exposures, 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, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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, its officials, 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.

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, its officials, 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.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Disposal Coverage
Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim.

**4.3.1 Insurance Certificate Requirements**

The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- 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.
- In the event 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.
- In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement 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.
- 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.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Proposal/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 Cooper City, FL

The Contractor has the sole responsibility for 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 respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed 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 subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**4.4 BONDS**

**4.4.1 Payment and Performance Bond**

The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of one-hundred percent (100%) of the YEAR ONE TOTAL PROPOSED AMOUNT for the residential and commercial services (excluding rolloff) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.4 .2 Bid/Proposal Bond REQUIRED**

A proposal security payable to the City of Cooper City, FL, shall be submitted with the proposal response in the amount of five percent (5%) of the residential and commercial services (excluding rolloff) for the YEAR ONE (1) TOTAL PROPOSED AMOUNT. A proposal security can be in the form of a bid/proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Performance and

Payment Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful Proposer to execute a contract, provide a Performance Bond/Payment Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

**4.5 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/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

**4.6 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.

**4.7 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

**4.8 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 Cooper City. 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.

**4.9 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

**4.10 MODIFICATION OF SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

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 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 and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer 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 Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**4.11 BID/PROPOSAL ACKNOWLEDGMENT**
By submitting a Bid/Proposal, the proposer certifies that they have fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**4.12 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 or other authorities.

**4.13 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**
The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

**4.14 ADDENDUM OR AMENDMENT TO SOLICITATION**
If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

**4.15 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 Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals 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.

**4.16 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 five (5) 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.

**4.17 CONTRACT DOCUMENT**
The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

**4.18 FEDERAL REQUIREMENTS (Required for FEMA/Federal Grants) -**
Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and 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:

**4.18.1** CONTRACTOR shall assist CITY in completing any 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.

**4.18.2** 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.

**4.18.3** 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 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

**4.18.3.1** 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 their 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.

**4.18.3.2** 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.

**4.18.3.3** 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 they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

**4.18.3.4** 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 they are 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."

**4.18.3.5** 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."

**4.18.3.6** 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."

**4.18.3.7** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or Bid/Proposal 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."

**4.18.3.8** 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).

**4.18.3.9** 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-cpg-program.

**4.18.3.10** 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

**4.18.3.11** 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

**4.18.3.12** 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.

**4.18.3.13** 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.

**4.18.3.14** 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.

**4.18.3.15** 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.

**4.18.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**4.18.3.17** Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONTRACTOR shall report the following information:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within ten (10) business days of submitting the information required in this section: Any further available information about mitigation actions undertaken or recommended. In addition, the

contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.18.3.18** Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.18.3.19** Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**4.18.3.20** License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

**[END OF SECTION]**

# SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

## 5.1 TECHNICAL PROPOSAL

The Technical Proposal shall provide documentation of the proposed approach to providing the work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required

documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

**5.1.1 PURPOSE**

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for the City of Cooper City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include but may not be limited to automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling services, commercial garbage services, bulk trash and white goods collection, and rolloff services.

**5.1.2 OPEN MARKET**

Commercial recycling services will be open market and will not be part of this exclusive agreement.

**5.2 AGREEMENT(S)**

The City of Cooper City is seeking a qualified Contractor to perform collection and disposal services as contained herein:

| | |
|---|---|
| Residential Collection Accounts: | 10,919 |
| Commercial Collection Accounts: | 164 |
| Rolloff Collection Accounts: | 28 |

See "**Exhibit A"** for Commercial and Rolloff Account Listing.

The City provides residential services generally described as follows:

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) limited at 6cy per customer (residential unit) per month.

Residential collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

The City shall pay the tipping fees (disposal fees) for all residential services to include MSW, RCY and BULK directly to the disposal or processing facility.

This solicitation includes all three (3) collection services for residential (MSW, RCY and BULK). Map links below:

Residential Garbage
Residential Recycling
Residential Bulk

The City provides commercial and rolloff services generally described as follows:

- Minimum of once weekly collections of municipal solid waste (MSW) using mechanical containers (dumpsters and frontend loading compactors) and/or automated carts
- Rolloff (and Rolloff Compactor) services with capacity and frequency of service as agreed upon between customer and Contractor and in compliance with the City's Code of Ordinances-

https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH8GATRVEGR_ARTILI_S8-13OWMAPRFRLI and as amended from time to time

Contractor shall pay the tipping fees (disposal fees) directly to the disposal or processing facility for all commercial and rolloff services.

**5.3. DEFINITIONS**

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

**5.3.1.1 Agreement**

**Agreement** shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

**5.3.1.2 Alleys**

**Alleys** shall mean a narrow street or passageway between or behind homes/houses or buildings.

**5.3.1.3 Automated Collection**

**Automated Collection** shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

**5.3.1.4 Biological Waste**

**Biological waste** means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

**5.3.1.5 Biomedical Waste**

**Biomedical waste** means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

**5.3.1.6 Bulk Waste/Trash**

**Bulk Waste/trash** shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

**5.3.1.7 Cans and Garbage Cans**
**Cans and Garbage Cans** shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

**5.3.1.8 Carts**
**Carts** shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

**5.3.1.9 City**
**City** shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

**5.3.1.10 City Facility**
**City Facility** shall mean a City owned location designated for service under this agreement.

**5.3.1.11 Collection and Collect**
**Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, Construction & Demolition Debris or Bulk Waste and delivering it to a Designated Facility.

**5.3.1.12 Collection Service**
**Collection Service** shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

**5.3.1.13 Commingled**
**Commingled** refers to a system in which all paper, plastics, glass, metals, and other program recyclables are mixed together.

**5.3.1.14 Construction and Demolition Debris (C&D Waste)**
**Construction and Demolition Debris (C&D Waste)** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
(b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**5.3.1.15 Commercial Service Unit**
**Commercial Service Unit** shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

**5.3.1.16 Contractor**
**Contractor** shall mean that person or entity that has entered into this agreement to provide the services described herein.

**5.3.1.17 Contract Administrator**
**Contract Administrator** means the City of Cooper City Manager or his/her designee.

**5.3.1.18 Compactor**
**Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

**5.3.1.19 Container**
**Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

**5.3.1.20 Curbside**
**Curbside** shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

**5.3.1.21 Designated Facility**
**Designated Facility** shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

**5.3.1.22 Dumpster**
**Dumpster** shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

**5.3.1.23 Enclosure**
**Enclosure** shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

**5.3.1.24 Extra Pick-Ups**
**Extra pick-ups** shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

**5.3.1.26 Garbage**
**Garbage** shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

**5.3.1.27 Hazardous Waste**

**Hazardous waste** means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

**5.3.1.28 Multi-Family Service Unit**

**Multi-family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-family Service Units.

**5.3.1.29 Processable Waste**

**Processable Waste** shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

**5.3.1.30 Recovered Materials or Recyclable Material and Recyclables**

**Recovered Materials or Recyclable Material and Recyclables** shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

**5.3.1.31 Recycling Cart**

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

**5.3.1.32 Residential Service Units**

**Residential Service Units** shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s).

**5.3.1.33 Rolloff**

**Rolloff** shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

**5.3.1.34 Single Stream**

**Single Stream** shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

**5.3.1.35 Special Events**
**Special Events** shall mean events sponsored or co-sponsored by City.

**5.3.1.36 Solid Waste**
**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

**5.3.1.37 Source Separated**
**Source Separated** shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight**.

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, cardboard, glass, plastic, textiles, and rubber.

**5.3.1.38 Special Pick-up Service**
**Special Pick-up Service** shall mean Collection Services provided by Contractor other than the scheduled services.

**5.3.1.39 State**
**State** shall mean the State of Florida.

**5.3.1.40 Ton**
**Ton** shall mean a unit of weight equal to 2,000 pounds.

**5.3.1.41 Unacceptable Waste**
**Unacceptable Waste** shall mean: (a) Hazardous Waste,
(b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge,
(f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste,
(l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

**5.3.1.42 Unprocessable Waste**
**Unprocessable Waste** shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions

such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

**5.3.1.43 White Goods**

**White Goods** shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

**5.3.1.44 Yard Waste**

**Yard Waste** shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

## 5.4 GENERAL COLLECTION REQUIREMENTS

### 5.4.1 Hours of Operations

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or administrative penalties as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Administrator. Such permission shall be given or denied at the City's sole discretion.

### 5.4.2 Service Hour Changes

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the Contractor and approved in advance by the Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

### 5.4.3 Maintaining of Schedules

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the Contractor to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the Contractor to provide service in compliance with the approved schedules and routes. The Contractor is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

### 5.4.4 Adjustments to the Service Area

The boundaries of the service area may be adjusted from time to time as a result of actions by the City or others, with a minimum of 60-days notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of land after the effective date may require the Contractor to provide collection services in the annexed area or, in the alternative, such area may be served by another Contractor or entity.

In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the Contractor's rates if collection service in the newly annexed area is provided by another Contractor or entity. There also shall

be no change in the Contractor's rates if the boundaries of the service area are revised after the effective date.

Contractor shall be compensated for the number of residential units added in the adjusted service area with an effective date of the first collection by Contractor as agreed upon with City. Unit count will then become a part of the contract unit count and adjusted as described in Section 5.2.

## 5.5 SERVICE STANDARDS

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Residential and Commercial containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids closed. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times. Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Contractor shall not operate on City roadways in a manner that unnecessarily disrupts the flow of traffic and will not impede traffic flow in and around school loading and unloading zones while in active use.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances. https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH10NO

### 5.5.1 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull-out services for customers who are disabled and who have provided required documentation to the City. There are currently ten (10) customers in the City that are unable to place their cart(s) curbside. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are unable to bring their garbage cart to the curb. The City reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement. Contractor is not obligated to collect material that is placed outside of the cart.

### 5.5.2 Materials in Unapproved Containers & Customer Education

Any materials set out for residential collection that are not in an approved container will be left at the pick-up location along with instructional materials provided by the Contractor and approved by the City educating the customer about the City's solid waste plan and recycling program. Contractor is not obligated to collect material that is placed outside the Mechanical Container or Cart.

In the event that non-recyclable materials are placed in the residential recycling cart, the Contractor will leave the materials in the cart along with instructional materials provided by the Contractor and approved by the City educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

**5.5.3 Temporary Street Closures for Residential Services Units**

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The Contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

**5.5.4 Exclusive Routes & Route Restructuring**

The City recognizes that residential routes may need to be restructured and that the Contractor desires to provide service as efficiently as possible. Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring routes of services for which they are contracted. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach which will be at the Contractor's sole expense. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

Should contract be awarded to more than one Contractor, the Contractor requesting the route restructuring shall bear the responsibility of all routing related to their contracted services including software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense.

The City will consider a Monday through Friday collection schedule.

Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. City shall receive electronic copy of all routes run by Contractor including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the City's Contract Administrator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by City. City reserves the right to design and draft such notices at its sole discretion. All costs for printing and mailing/distribution are to be borne by the Contractor.

City expressly reserves the right to approve or deny any requests for routing or scheduling changes.

Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.

Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.

The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.

City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. This may be performed by the City, a subcontractor approved by the City or by the Contractor at the City's request. Contractor agrees to cooperate with such requests. Contractor agrees to provide all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

**5.5.5 Holidays – Christmas Day**

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25th.The Contractor shall not be required to provide residential collection services to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required for MSW or RCY. For residential bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Administrator. For Commercial customers, Rolloff customers and Multi-family customers serviced with mechanical containers, Contractor will provide a make-up day and coordinate schedule with customer, subject to the City's approval.

***Example:*** *If the residential customer's garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled service day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it shall be collected.*

Holiday (Christmas) trees: For three weeks following Christmas Day, (Primary)Contractor responsible for Residential MSW and RCY collections agrees to collect live Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Such collections shall be collected and disposed of as yard waste and taken to a disposal facility as approved by the City's Contract Administrator.

**5.5.6 Sufficient Inventory of Containers**

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers including but not limited to Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of Containers at a secure location of their choosing, subject to approval by the City's Contract Administrator.

### 5.5.7 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" and/or until the Contract Administrator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency", the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

## 5.6 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS

### 5.6.1 Customers Serviced

Residential Units: **10,919**

Count broken down as follows:

- Single Family Units: 10,126
- Multifamily Units: 641
- Quadplex Units: 136
- Octoplex Units: 16

### 5.6.2 Residential Carts

The City has issued each residential unit the following (automated) wheeled carts for residential collection services unless otherwise indicated:

- Two (2) Green 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One (1) Blue 96-gallon cart for single-stream recycling serviced once (1x) per week

A limited number of residential customers may have more than two (2) carts for MSW. The current number of customers with more than two (2) carts is 25. This may increase or decrease at any time during the contract period. Contractor shall service carts as directed by the City at no additional cost to the City. See current list below:

| | | |
|---|---|---|
| 9431 | SW 51 CT | 2 96 GAL TOTER REL ADDITIONAL |
| 10030 | NW 35 ST | 1 96 GAL TOTER REL ADDITIONAL |
| 10362 | SW 50 CT | 1 96 GAL TOTER REL ADDITIONAL |
| 12150 | SW 51 PL | 1 96 GAL TOTER REL ADDITIONAL |
| 5430 | SW 115 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 11083 | CHANDLER DR | 1 96 GAL TOTER REL ADDITIONAL |
| 10749 | NASHVILLE DR | 4 96 GAL TOTER REL ADDITIONAL |
| 10167 | SW 52 ST | 1 96 GAL TOTER REL ADDITIONAL |
| 5123 | SW 93 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 4960 | SW 90 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 4966 | SW 90 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 11550 | SW 56 CT | 1 96 GAL TOTER REL ADDITIONAL |
| 12153 | SW 49 CT | 1 96 GAL TOTER REL ADDITIONAL |

| | | |
|---|---|---|
| 5006 | SW 90 WAY | 1 96 GAL TOTER REL ADDITIONAL |
| 3698 | NW 96 AVE | 1 96 GAL TOTER REL ADDITIONAL |
| 5215 | SW 91 TER | 1 96 GAL TOTER REL ADDITIONAL |
| 3501 | BARK WAY | 1 96 GAL TOTER REL ADDITIONAL |
| 10983 | BOSTONDR | 1 96 GAL TOTER REL ADDITIONAL |
| 11079 | NASHVILLE DR | 1 96 GAL TOTER REL ADDITIONAL |
| 11112 | BOSTONDR | 1 96 GAL TOTER REL ADDITIONAL |
| 11335 | SW 58 CT | 1 96 GAL TOTER REL ADDITIONAL |
| **Total Carts over 2** | | **25** |

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with care at all times.

At no time shall a City cart be used for other contracts, open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

It will be the Contractor's responsibility to procure new carts with the City providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling.

Contractor should include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- Manufacturer
- Construction material, including post-consumer recycled content
- Molding technology
- Standards of design (American National Standards Institute- ANSI)
- UV Stabilization certificate
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty (City prefers 10 years)

City will provide Contractor with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor as outlined below. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The City retains rights to all inventory distributed and in use at the curb, along with any remaining inventory,

of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the City or the Contractor's request.

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Carts to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Administrator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Administrator. Inventory report shall include:

A. New Carts by Type and Size
B. Refurbished Carts by Type and Size
C. Damaged Carts (no longer useable)

**5.6.3 New/Replacement Containers for Residential Service Units**

Contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the Contractor by the City or customer that the Residential Service Unit's Container has been stolen or has been damaged, the Contractor shall deliver a replacement Container to such Residential Service Unit within five (5) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

Historical service requests for the last 3 years below:

| CONTAINER SIZE | 35 gal | 64 gal | 96 gal | Grand Total |
|---|---|---|---|---|
| **Total MSW** | 3 | 298 | 5,141 | 5,442 |
| 2020 | | 76 | 1,537 | 1,613 |
| 2021 | | 105 | 1,473 | 1,578 |
| 2022 | 1 | 71 | 1,210 | 1,282 |
| 2023 | 2 | 46 | 921 | 969 |
| **Total RECYCLE** | | 70 | 1 | 71 |
| 2020 | | 35 | | 35 |
| 2021 | | 22 | | 22 |
| 2022 | | 10 | 1 | 11 |
| 2023 | | 3 | | 3 |
| **Grand Total** | **3** | **368** | **5,142** | **5,513** |

**5.6.4 Smaller Sized Carts**

The Contractor shall provide Residential Service Units the option, upon request, for a smaller automated cart for recycling or MSW. These options should include the approximate sizes of 65 and 35 gallons.

The City does not currently have a list of what sized cart(s) are located by Residential Service Unit nor a container count for residential service.

**5.6.5 Recyclable Materials to be collected**

The City's single-stream recycling program currently accepts the following:

- Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
- Aseptic containers (milk and juice cartons/drink boxes)
- Glass food or beverage containers - clear, brown and green
- Cardboard

The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30-days written notice should there be a change in the materials accepted.

**5.6.6 Residential Communities with Mechanical (Containerized) Services**

There are currently five (5) residential communities that have containerized pickup service:

- Baffy Woods Condominium
- Camelot Gardens
- Camelot Lakes
- Crown Colony
- Forest Lake Townhomes

Residents receive MSW and RCY service using community containers (frontend load (FEL) dumpsters and/or carts). These community containers shall be provided, maintained and serviced by the Contractor. Ownership of such equipment remains with the Contractor at all times unless otherwise agreed upon by the Contract Administrator, in writing, with terms mutually agreed upon by both the Contractor and the City. Changes in service including increases or decreases in container size and frequency of service and types of containers provided may change from time to time. Current service levels below:

| Community | Address | No. of Cans | Service Frequency (Week) | Can Size |
|---|---|---|---|---|
| **Baffy Woods** | 5100 SW 90th Avenue | | | |
| Solid Waste | | 2 | 4x | 2yd FEL |
| Recycling | | 7 | 1x | 90gal |
| **Camelot Gardens** | | | | |
| Solid Waste | | 10 | 2x | 6yd FEL |
| Recycling | | 25 | 1x | 90gal |
| **Camelot Lakes** | | | | |
| Solid Waste | | 4 | 3x | 6yd FEL |
| Recycling | | 12 | 1x | 90gal |
| **Crown Colony** | 2859 S. Belmont Lane | | | |
| Solid Waste | | 6 | 2x | 8yd FEL |
| Recycling | | 20 | 1x | 90gal |
| **Flamingo Lakes** | SW 51st Street | | | |
| Solid Waste | | 6 | 3x | 6yd FEL |
| Recycling | | 33 | 1x | 90gal |

These communities receive bulk collection services with piles placed at designated locations for each community. Contractor shall provide all services at no additional cost to the City. Contractor shall be paid for the units at these locations through the residential billing per unit. House count for these locations is a total of 641 as per below. Any adjustments (increase or decrease) in units for these communities will be reflected in annual house count adjustment (see Section 5.2)

| | |
|---|---|
| **Baffy Woods** | 55 |
| **Crown Colony** | 156 |
| **Camelot Gardens** | 176 |
| **Camelot Lakes** | 82 |
| **Flamingo Lakes** | 172 |
| | |
| **Total Units** | **641** |

**5.6.7 Pick-Up Locations**

Solid waste and recycling collection service is provided to all residential customers. Service areas in Cooper City have differing requirements and challenges. Bidder must demonstrate the ability to possess all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.

The Contractor shall provide Service for the Disabled as described in section 5.5.1 herein.

Contractor is not obligated to collect materials placed outside the Mechanical Container or Cart.

Quadplexes and Octoplexes receive backdoor service. Contractor shall provide such service at no additional cost. Contractor and/or City may change manner of collection upon request, at approval of the City, at any time during this agreement. Addresses for these units are below:

| Service Addresses- Quad and Octoplexes | |
|---|---|
| 5219 SW 91 AVE | 5215 SW 91 AVE |
| 5221 SW 91 AVE | 5214 SW 91 AVE |
| 5222 SW 91 AVE | 5280 SW 90 WAY |
| 5291 SW 90 WAY | 5210 SW 90 WAY |
| 5220 SW 91 AVE | 5260 SW 90 WAY |
| 5240 SW 90 WAY | 5209 SW 91 AVE |
| 5230 SW 90 WAY | 5207 SW 91 AVE |
| 5205 SW 91 AVE | 5261 SW 90 WAY |
| 5206 SW 91 AVE | 5270 SW 90 WAY |
| 5211 SW 90 WAY | 5281 SW 90 WAY |
| 5241 SW 90 WAY | 5218 SW 91 AVE |
| 5251 SW 90 WAY | 5213 SW 91 AVE |
| 5221 SW 90 WAY | 5217 SW 91 AVE |
| 5231 SW 90 WAY | 5216 SW 91 AVE |
| 5208 SW 91 AVE | 5212 SW 91 AVE |
| 5250 SW 90 WAY | 5290 SW 90 WAY |
| 5220 SW 90 WAY | 5210 SW 91 AVE |
| 5211 SW 91 AVE | 5271 SW 90 WAY |

It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, and recycling cart collection to each customer.

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 themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or property is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer the same day or the next business day and coordinate with City staff during these instances.

**5.6.8 Materials Recovery Facility and Title to Recyclable Materials**

Title and liability for recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor once collected until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at a recycling facility approved by the City. The City has a contract with Waste Management (WM) for the processing of all recyclables collected under this contract. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

**5.6.9 Prohibition of Mixing Separated Recyclables with Garbage**

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City Contract Administrator grants prior written approval.

**5.6.10 Collection of Bulk Waste from Residential Service Units**

Curbside bulk collection shall occur once per month with a limit of 6 cubic yards collected per sanitation unit unless authorized by Contract Administrator. Contractor shall tag any piles in excess of 6 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the Contractor at the City's request. Contractor bears the expense for such notices.

Any bulk pile left uncollected by the Contractor must be tagged and reported to the City in a manner acceptable to the City by close of the business day.

Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day.
Bulk waste must be generated from the property. Imported waste is not accepted.
Bagged garbage and putrescible waste is not accepted in bulk waste collection.
Materials accepted for bulk service include but are not limited to:

- Furniture
- Carpet
- Mattresses
- Toys
- Bicycles
- Yard Waste
- White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
- Non-contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- Combining bulk trash piles is not acceptable.
- Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.
- The Contractor shall be responsible for the proper handling of any white goods and electronic equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the Contractor is not required to remove such

materials from the white goods before the white goods are placed in the Contractor's vehicles.

If a customer has more than the limit of 6cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.

Additional Pick-ups as Requested: At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.
The City may request extra service for a special event, clean-up event or emergency removal. This shall be at no additional cost to the City. Contractor may receive up to 5 requests per month.

Frequency – Bulk Service
The City seeks to explore the following options for Bulk Waste Collections:

1) Once monthly, up to 6cy at a schedule identified by Contractor and approved by the City serviced multiple days each week, generally Monday through Saturday
2) Once monthly, up to 6cy per residential service unit on MONDAY only, at a schedule identified by the Contractor and approved by the City
3) Every other month, up to 10cy per residential service unit, at a schedule identified by the Contractor and approved by the City
4) Once per quarter (four times annually), up to 15cy per residential service unit, at a schedule identified by the Contractor and approved by the City

**5.6.11 EDUCATION SERVICES**

Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.
The (Primary) Contractor shall provide the following public education services:

**5.6.11.1 Annual Solid Waste Notice**

Each year during the term of this agreement the (Primary) Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

**5.6.11.2 Public Awareness Program**

(Primary) Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in

response to the City's request. In the event the City's notice for Contractor's cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

## 5.7 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS

### 5.7.1 Commercial and Rolloff Collection Service

The Contractor shall collect Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Rolloff(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Rolloff(s).

a. Commercial solid waste shall be collected in individual containers (including carts), front-load containers/bins, or compactors. The Contractor shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have lids and the ability to be locked if requested by Customer.
b. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
c. Customer and Contractor shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of any change. In all cases Customer and Contractor shall comply with the minimum requirements contained in the City of Cooper City Code of Ordinances, Chapter 8 unless less frequent service is approved by the City.
d. If the Contractor determines that a Commercial/Rolloff Customer's Mechanical Container or Garbage Cart is Overflowing, the Contractor shall notify the Commercial/Rolloff Customer about the Overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service.
e. The Contractor shall notify the City if it is deemed necessary to increase service for a customer and Customer refuses. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Contractor shall notify the customer of the requirement for increased service frequency/container capacity and the associated rate structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service. The Contractor may leave an overflowing collection container at the Customer's premises. In the alternative, the Contractor may collect the overflowing collection container and charge an additional fee based on estimated cubic yards if the Customer agrees to pay this fee.
f. All Containers, Carts and Rolloffs shall be readily accessible to the Company's crew and vehicles.
g. Contractor is not obligated to collect material that is placed outside the Mechanical Container or cart.
h. During the term of this Contract, a written service agreement between the Company and the Customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only.
i. The Contractor's service agreement shall identify at a minimum:
    1) the service(s) that will be provided;
    2) the size and type(s) of Collection Container(s) that will be used;
    3) the frequency of Collection Service;
    4) the Scheduled Collection Day(s);
    5) the Rates for the services that will be provided to the Customer; and
    6) the total amount to be paid each month by the Customer
j. A copy of the written service agreement shall be filed with the City within five (5) business days of execution of the written agreement or alternative interval (such as monthly reporting) as

agreed upon by City's Contract Administrator.

k. The Contractor also shall use its best efforts to execute a written service agreement with all Commercial Customers before October 1, 2024.

l. The Contractor shall execute a written service agreement with each new Commercial/Rolloff Customer before the Contractor provides Collection Service to that Customer.

m. The Contractor shall prepare a standard form that the Contractor shall use as its written service agreement with Commercial/Rolloff Customers. The proposed form shall be provided to the City for approval and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The City shall have the authority to approve the Contractor's written service agreement, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The service contract also shall contain the following disclosure statement (addendum or supplemental attachment with acknowledgement acceptable), unless alternate language is approved by the City:

***REGULATION BY COOPER CITY***

***This contract for the collection of Solid Waste is regulated by the City of Cooper City.***

***COMPACTORS- Self Contained and Breakaway***

***You may purchase or rent a compactor from anyone, provided the Compactor can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor from the Contractor. In either case, the Compactor must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor.***

***SUPPLEMENTAL SERVICES***

***The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services. These fees must be separately identified in the "Rates for Services" disclosure statement. The maximum fees for many supplemental services are fixed by the City. A copy of these fees can be obtained from the City's Public Works Department.***

***RATES FOR SERVICES***

***The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Public Works Department if you have questions about any of the Contractor's rates.***

n. The Contractor's service contract shall identify all services that the Contractor will provide to the Commercial/Rolloff Customer and all associated rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services.

o. On the Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial/Rolloff Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial/Rolloff Waste within five (5) business days after the Contractor receives a request for service from a new customer that has signed a contract with the Contractor for such service.

p. The Contractor may terminate collection service to a Commercial/Rolloff Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the City's Contract Administrator at least fifteen (15) calendar days before service is terminated to a Commercial/Rolloff Customer. After being notified, the City shall take whatever action it deems appropriate to enforce the Customer's compliance with the City's Ordinances.

If Commercial/Rolloff Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial/Rolloff Customers and may charge a reasonable fee for the resumption of service, subject to applicable laws. Any fee for the resumption of service shall be subject to the City's prior approval. The Contractor shall be solely responsible for collecting any overdue fees or charges from its Commercial/Rolloff Customers. The Contractor may utilize any lawful method to collect overdue fees or charges, provided the Contractor complies with applicable law.

q. The Contractor shall be solely responsible for billing Commercial and Rolloff Customers and collecting all rates, fees, and other charges from its Customers for the Commercial and Rolloff Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of materials collected by the Contractor when providing its Commercial Collection and/or Rolloff Collection Services.

r. The Contractor shall provide Commercial Collection Service with Mechanical Containers to identified Multifamily communities in the Service Area unless otherwise approved by the City. (See 5.6.6) No service agreement shall be required of these communities.

**5.7.2 Collection of Construction and Demolition, Yard Waste and Bulk Waste**

Contractor shall provide Collection Service for Construction and Demolition Debris, yard waste and bulky waste that is generated by construction, demolition, and renovation projects within the City limits.

**5.7.3 Exclusivity Enforcement**

The City shall assist Contractor in enforcing the exclusivity of this Contract. In the event Contractor determines that a commercial establishment has not contracted for commercial collection or Rolloff collection service, Contractor shall notify the City. The City shall notify the property/business owner to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

**5.7.4 Frequency - Minimum Once per Week**

The Contractor shall collect commercial solid waste carts, dumpsters and front-end serviced containers and compactors a minimum of once per week. Rolloff Compactors and Rolloff dumpsters from commercial services units in the City may be on call or serviced on an alternative schedule subject to the City's approval. Putrescible waste may not be placed in an open top Rolloff dumpster.

**5.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters**

The contractor shall be permitted to bill extra yardage with Customer's permission when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer and City upon request. (See 5.7.1 (d)(e))

**5.7.6 Adjustments to Disposal Component of Commercial and Rolloff**

The disposal component of the rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the City. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later. For Rolloff customers charged for actual disposal as a line item, the new

disposal rate shall be used. For Commercial Services where the disposal is built into the rate, the Contractor shall calculate the amount of the Rate adjustment by using the following formula:

*Disposal component of rate x (New Tipping Fee/Old Tipping Fee) = New Disposal component of rate*

For example, if the current disposal component of the Rates is $15.00, the current Tipping Fee is $42.00, and the new Tipping Fee will be $44.00, then the new disposal component of the Rates will be $15.71, as shown by the following calculation:

$15.00 x ($44.00/42.00) = $15.71

**5.7.7 Special Collection for Major Community Events**

The City sponsors at least two (2) major community events located throughout the City each year:

1) Founder's Day (March annually)
2) Light Up Cooper City (typically 1st Friday each December)

The (Primary) Contractor will be responsible for providing collection containers (Rolloff usually or frontload if requested), and disposal services at no cost to the City for up to five (5) events annually.

**5.7.8 CITY FACILITIES - No Cost to the City**

The (Primary) Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City. Contractor-provided containers are to be clearly labeled to receive garbage or recyclables. Contractor agrees to supply all City facilities with both trash and recycling service at a frequency approved by the City. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed. Current locations and service levels are below:

| City Hall | Address | Service Frequency/Week | Commodity | Quantity | Equipment |
|---|---|---|---|---|---|
| City Hall | 9090 SW 50 Place | 1x | Recycle | 3 | 96-Gallon Cart |
| City Hall | 9090 SW 50 Place | 2x | MSW | 1 | 4cy Frontload |
| Community Center | 9000 SW 50 Place | 2x | MSW | 1 | 4cy Frontload |
| Community Center | 9000 SW 50 Place | 1x | Recycle | 1 | 96-Gallon Cart |
| Public Works | 9070 SW 51 Street | 1x | Recycle | 1 | 4cy Frontload |
| Public Works | 9070 SW 51 Street | On Call | MSW | 2 | 20cy Rolloff Open-Top |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |
| Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | On Call | MSW | 1 | 20cy Rolloff Open-Top |
| Fire Department | 10550 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |

| | | | | | |
|---|---|---|---|---|---|
| Fire Department | 10550 Stirling Rd | 1x | Recycle | 2 | 96-Gallon Cart |
| Police Department | 10580 Stirling Rd | 3x | MSW | 1 | 8cy Frontload |
| Police Department | 10580 Stirling Rd | 1x | Recycle | 2 | 96-Gallon Cart |
| Pool and Tennis Center | 11600 Stonebridge Pkwy | 1x | MSW | 1 | 8cy Frontload |
| Pool and Tennis Center | 11600 Stonebridge Pkwy | 1x | Recycle | 2 | 96-Gallon Cart |
| Flamingo West Park | 6201 S Flamingo Rd | 2x | MSW | 2 | 4cy Frontload |
| Flamingo West Park | 6201 S Flamingo Rd | 1x | Recycle | 1 | 4cy Frontload |
| Bill Lips Sports Complex | 11700 SW 49 St | 3x | MSW | 1 | 6cy Frontload |
| Bill Lips Sports Complex | 11700 SW 49 St | 1x | Recycle | 2 | 96-Gallon Cart |
| Utilities | 11551 SW 49 St | 3x | MSW | 1 | 6cy Frontload |
| Utilities | 11551 SW 49 St | On Call | MSW | 2 | 30cy Rolloff Opentop |
| Utilities | 11791 SW 49 St | 1x | Recycle | 1 | 96-Gallon Cart |
| Fleet | 11221 SW 49 St | 1x | Recycle | 1 | 96-Gallon Cart |
| Fleet | 11221 SW 49 St | 2x | MSW | 1 | 2cy Frontload |
| Fleet | 11221 SW 49 St | On Call | MSW | 3 | 30cy Rolloff Opentop |

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20th of each month.

**5.7.9 CONTRACT SCHOLARSHIP**

(Primary) Contractor will provide the City with $10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations. Contractor shall submit payment no later than 30 days of the contract start date (or no later than May 2024) and annually each year within 30 days of the contract anniversary date.

## 5.8 DISPOSAL AND PROCESSING LOCATIONS

### 5.8.1 Current Disposal Agreement

The City currently participates in an Interlocal Agreement with Broward County (through July 2, 2028) requiring that all municipal solid waste (processible waste- see 5.8.2 below), yard waste, bulky waste and construction & demolition debris be disposed at the locations listed below:

| Facility | Address | Material Accepted |
|---|---|---|
| - Win Waste Innovations | 4400 South State Road 7 Fort Lauderdale, FL | MSW |
| WM Oakes Road | 3250 SW 50th Avenue Davie FL | Yard Waste<br>Bulk Waste<br>Construction & Demolition Debris |
| WM Reuters | 2380 College Avenue Davie FL | Single Stream Recycling |

**5.8.2 Disposal**

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The City shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge.

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should any disposal vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (5) days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Residential Disposal Tons are as follows:

| Calendar Year | Residential Tons (MSW) | Residential Tons (Bulk) | Residential Tons (RCY) |
|---|---|---|---|
| 2020 | 14457.69 | 4817.01 | N/A |
| 2021 | 14554.79 | 4432.7 | 2216.844 |
| 2022 | 14461.28 | 4298.35 | 2441.026 |

**5.8.3 Tare Weights**

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT.

The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

**5.9 MANAGEMENT AND CONTRACTOR RESPONSIBILITIES**

The City takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, bulk and recycling including active participation to promote a successful recycling collection program, and ensure a high level of customer satisfaction.

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Administrator or designee shall have twenty-four (24) hour access to the Contractor's Division Manager and Route Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Route Supervisor shall not satisfy this requirement.

The Contractor's Division Manager shall meet with the City's Contract Administrator within five (5) business days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the City.

The Contractor shall work diligently with the City to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement.

The City shall have the right to inspect the Contractor's facilities and operations at any time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Recycling and the provision of waste receptacles (carts) in the service area. If the Contract Administrator instructs the Contractor in writing to perform cart activity or collect solid waste, recycling or bulk waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Contract Administrator's request, the City may perform cart activity or collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of cart activity or collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to perform these activities.

The City shall have the right to take all steps necessary to preserve the aesthetics, safety and integrity of its right of way including streets, alleys, sidewalks and swales. In addition, the City wishes to protect the private property owned by the customers serviced under this contract. Should the Contractor fail to respond to a request in writing from the Contract Administrator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the Contractor (mailbox, tree limb, etc.) or other damages within 24 hours after the Contractor receives the Contract Administrator's request, the City may perform necessary activities using its own resources or by using a third-party vendor. The City may deduct the cost of these activities from the City's monthly payment to the Contactor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

**5.9.1 Resources**

Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

**5.9.2 Customer Service**

Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City, Contract Administrator and customers to effectively handle service-related requests and concerns. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. (Refer to Customer Service 5.10)

**5.9.3 Route Supervisor**

Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Cooper City. An Alternate Route Supervisor should also be trained and familiar with Cooper City's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. Contractor's Operations Manager or General Manager (or equivalent) cannot fulfill the requirement by acting as a Route Supervisor. Contractor shall schedule Route Supervisor to be in-service Monday-Saturday (unless otherwise approved by City in writing) to respond to collection related issues immediately via two-way communications from the City's Contract Administrator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.

Route Supervisor shall report lost or damaged carts hat are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff and the general public.

Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.

Route Supervisors may be required to perform other duties as requested.

City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any Route Supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the City's Contract Administrator.

**5.9.4 Incident Reporting**

Contractor shall notify the Contract Administrator or designee of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Administrator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator or designee within two (2) operating days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

**5.9.5 Operation Supervisor(s)**

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

**5.9.6 Employees**

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all mechanical containers, rolloff containers and carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee or subcontractor of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

**5.9.7 Hiring of City Residents and Qualified Personnel**

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

## 5.10 CUSTOMER SERVICE

**5.10.1 Contractor's Local Office**

The Contractor shall maintain a customer service and operational yard in Broward County. Remote customer service operations must be disclosed as part of bidder's proposal and is subject to City approval. The

Contractor's customer service operations shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the City or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements of this Agreement.

The Contractor shall have a local telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Commercial and Rolloff Customers, and any notices provided by the Contractor.

- The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- All calls concerning complaints shall be answered by a person located in the Contractor's office in Broward County or an alternative location acceptable to the City.
- Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the City's approval. An "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.
- All of the people answering the telephones for the Contractor must be fluent in English or Spanish.
- At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Contract Administrator, the Contractor's Operations Manager, and the Contractor's Route Supervisor via telephone calls and electronic mail (e-mail).

**5.10.2 Contractor Complaints and Requests for Service**

The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the City when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the City to (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The City shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the City's approval. With the City's approval, the electronic

tracking system may be used as the Contractor's complaint log. The tracking system shall be fully operational no later than 60 days following the start of this contract or June 1, 2024.

The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the City and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the City. The Contractor shall closely monitor such requests and shall provide initial responses no later than 4 hours or 9am the following business day if received after 4pm after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the City when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the City to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the no later than 60 days following the start of this contract or June 1, 2024 for Commercial Customers, Rolloff Customers and Residential Customers, respectively.

The Contractor shall work with the City to establish links from the City's website to the Contractor's web-based systems for tracking complaints and requests for service.

The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

A. Complaints, missed pick-ups or service requests received by the Contractor before 4:00 PM each day shall be serviced before 7:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
B. Complaints, missed pick-ups or service requests received by the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
C. Any service inquiries not responded to by the Contractor will be converted to a missed pick-up 24-hours after the inquiry is logged and will be considered incomplete.
D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
E. Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
F. All service requests and correspondence from the City received before 5pm Monday through Saturday shall be acknowledged by the Contractor within 4 hours of being sent. Correspondence sent after 5pm or on Sunday shall be acknowledged no later than 9am the following business day.

### 5.11 EQUIPMENT

While it is the City's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

Contractor shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- Rearloaders (standard and mini or "pup" sized)
- Sideloaders
- Commercial front-end loaders
- Rolloffs

- Box Trucks
- Clam Trucks
- Pick-up Trucks (with or without dumper mount)
- Container delivery trucks (flatbed and container delivery units)

Residential frontload trucks (i.e. Curotto-Can®) may not be used under this contract without the City's express written permission.

The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. Contractor shall make a formal request to City for reconsideration once deficiency has been addressed- City shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. City reserves the right to inspect vehicle prior to offering approval.

Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Administrator. Proposers should include their GPS/Surveillance system information in their proposals including illustrations depicting the live reporting functions, system capabilities and reports. The GPS and Surveillance Systems shall be installed and maintained at the Contractor's sole expense.

City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

All Contractor vehicles shall be well maintained and clean in appearance.

Contractor shall provide the City Contract Administrator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract.

**5.12 CONTRACTOR'S SAFETY PROGRAM**

- The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the City for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the City upon request.
- The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations.

**5.13 USE OF SUBCONTRACTORS**

**5.13.1** If the Contractor proposes to use subcontractors during this contract to provide services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**5.13.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. 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 the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**5.13.3** Contractor shall require all its subcontractors to provide the required insurance coverage (See Section IV (4.3)) as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**5.14 PROPERTY DAMAGE**

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any

damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

**5.14.1 Damages to Private Property**

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

**5.14.2 Damages to City Property**

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

**5.15 ADMINISTRATIVE CHARGES**

**Administrative Charges (Penalties)**

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor's payment if payment is not received within 60 days of issuance of City's invoice for such charges.

A. Missed pick-up complaints as per below:
    1. MSW (garbage) $100.00 per complaint over 30 complaints per week
    2. Recycling $100.00 per complaint over 30 complaints per week
    3. Bulk $100.00 per complaint over 15 complaints per week
B. Spilled materials following service resulting in customer complaint - $25.00 each complaint
C. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - $2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable
D. Failure to maintain scheduled route start and end times (7am to 7pm) - $500 per violation
E. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - $200 per occurrence
F. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - $200 per occurrence
G. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - $200 per occurrence
H. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.)- $1,000 first operating day; $5,000 for second day; $10,000 for third day and each day beyond

Contractor may appeal the imposition of administrative charges by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of administrative charges from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive administrative charges at its sole discretion.

## 5.16 MONTHLY RECORDS AND REPORTING

### 5.16.1 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month unless otherwise approved by the City.. The final report format will be approved by the Contract Administrator or designee. The City reserves the right to modify the report format and require more or different information throughout the term of the contract.

### 5.16.2 Monthly Tonnage Reports & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The Contractor shall keep accurate records of tonnage of waste handled and shall provide a monthly report, with invoices and weight tickets, to the City's Contract Administrator no later than the 10th of the month following the end of the month for which the data was collected.
The monthly tonnage report shall be in a format acceptable to the City and at a minimum be broken down by:

- MSW loads for residential service units
- RCY loads for residential service units
- BULK loads for residential service units

The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

### 5.16.3 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. These complaints should be listed by type of complaint (Missed Pick-up, Hydraulic Spill, etc.) and provided in a format acceptable to the City.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

### 5.16.4 Collection Locations, Service Levels and Frequency- Commercial and Rolloff

Reports should include, but not be limited to:

- Customer name and service location information including phone number and email contact
- Container size, frequency of service
- Any and all charges for service including but not limited to Rollout, Lock Fee, Casters and Extra Service charges

Such reports shall be in a format acceptable to the Contract Administrator and may be adjusted as needed from time to time.

## 5.17 ADMINISTRATIVE FEE – 3.0% and $120,000 ANNUAL ADMINISTRATION FEE

The City shall be responsible for the billing and collection of payments for all residential collection services unless otherwise indicated in this contract. As such, the City shall receive an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Administration Fees as a line item. The City will calculate Administration Fees owed and payable by the Contractor as 3% of the total invoice amount billed to the City. Example below:

*MSW Collection per month:* *$7.00 per unit x 11,000 units =$77,000*
*Administrative Fee Due to City:* *$77,000 x 0.03 =$2,310*

*Total Invoice to City:* *$77,000*

The City reserves the right to adjust the Administrative Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. (See example provided in 5.18 for Franchise Fee)

Administrative Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle (Example: Administrative Fee for services July 1st through July 31st due to City by August 20th)

In addition to this fee, the (Primary) Contractor shall be required to pay the City an annual contract administration fee of $120,000 dollars for the first year, increasing 3% annually with the anniversary of the contract (April 1), to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract (or no later than May 1, 2024) and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

**5.18 FRANCHISE FEE – 12%**

The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 12% of gross billed. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 12% of the total invoice amount billed to the City. Example below:

*MSW Collection per month:* *$7.00 per unit x 11,000 units =$77,000*
*Franchise Fee Due to City:* *$77,000 x 0.12 =$9,240*
*Total Invoice to City:* *$77,000*

The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. Examples below:

**DECREASE from 12% to 10%**

*Residential Trash Collection Bid/Award Price as Calculated Above with **10%** Franchise Fee*

*MSW Collection per month:* *$7.00 per unit x 11,000 units= $77,000*
*Franchise Fee Due to City:* *$77,000 x .10= $7,700*
*Total Invoice:* *$77,000 - $7,700=$69,300*
*MSW Billed per Unit per Month:* *$69,300/11,000 units=$6.30*

**INCREASE from 12% to 14%**

*Residential Trash Collection Bid/Award Price as Calculated Above with **14%** Franchise Fee:*

| | |
|---|---|
| *MSW Collection per month:* | *$7.00 per unit x 11,000 units= $77,000* |
| *Franchise Fee Due to City:* | *$77,000 x .14= $10,780* |
| *Total Invoice:* | *$77,000 + $10,780= $87,780* |
| *MSW Billed per Unit per Month:* | *$87,780/11,000 units=$7.98* |

Franchise fees also apply to Commercial MSW, Bulk, Construction and Demolition, Commercial and Compactor services. Contractor **may** bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change.

Franchise Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle. (Example: Franchise Fee for services July 1st through July 31st due to City by August 20th)
Contractor shall provide City report demonstrating gross invoicing in a form acceptable to the City each month before or concurrent with the franchise fee payment.

**5.19 TRANSITION**

The Successful Proposer shall provide all services as set forth in this Solicitation by April 1, 2024 unless otherwise stated in this solicitation. Contractor shall detail its Transition Plan as part of its proposal to include supplying all labor, equipment, customer service infrastructure, etc.

**5.20 POST CONTRACTUAL OBLIGATIONS**

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 12 months until the City establishes a new contract for services.

**5.21 DISCLAIMER**

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

**5.22 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE**

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

**5.23 OPTIONAL BENEFITS OR SERVICES**

Contractor may offer optional benefits or services to the City to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

**[END OF SECTION]**

# SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation 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 cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

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 |
|---|---|
| **1. Firm Qualifications and Experience** | 20 |
| **2. Qualifications and Experience of Key Personnel** | 10 |
| **3. Operation Plan including, including but not limited to:** Customer Service Plan,<br>Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan | 30 |
| **4. Price Proposal** | 30 |
| **5. Past Performance including client references and years in business**<br>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE) | 5 |
| **6. Demonstrated Financial Capability** | 5 |
| **TOTAL POSSIBLE POINTS:** | **100** |

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. The city will conduct a two-step process.

Initial Evaluation 1.1. The city will review each proposal for responsiveness and compliance: Ensure that each proposal received meets all the specified submission requirements, including submission deadlines, required documentation, and adherence to procurement guidelines.

1.2. Evaluation Committee Formation: An evaluation committee will assess and score the proposals objectively, considering evaluation factors, as outlined in the Request for Proposal, and assign scores based on predefined evaluation criteria.

The committee will score and rank all responsive proposals and determine a minimum of three (3) to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the 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 to the specifications and in the bidding process.

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.

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal(s) deemed 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 3.26, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50 Place
Cooper City, Florida 33328
(954) 434-4300, 268
Purchasing@cooperCity.gov

**7.2 SUBMISSION OF PROPOSALS**
The following material is required to be submitted by Monday, October 23, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. Provide FIVE (5) **ELECTRONIC JUMP DRIVES** (USB 2.0)

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

A. Title Page: List the following:

1. RFP 2023-2-PW, Solid Waste Removal Services
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:

- **Cover Page**

- **Proposal Transmittal Letter**
- **Technical Proposal**
    - Refer to Section V
- **Proposal Bond(s)**
    - Refer to Section 4.4
- **Executive Summary**
- **Proposer Team Identification, Qualifications, and General Information**
- **Experience and Technical Qualifications**
- **Relevant Project Experience**
- **Project References**
- **Contractor's Equipment and Facilities (including vehicles, carts, mechanical containers)**
- **Contractor's Operational Plan (including Customer Service, Computer Software, Routes planned)**
- **Contractor's Transition Plan**
- **Demonstration of Financial Resources**

D. Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 6 of 6 of Attachment A. The cost 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 cost 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 "RFP 2023-2-PW ,Solid Waste Removal Services"**

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

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 50 Place
Cooper City, Florida 33328

**[END OF SECTION]**

**ATTACHMENT A**
*(Page 1 of 6)*

# City of Cooper City, Florida

## PROPOSAL FORMS

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# Solid Waste Removal Services

# RFP 2023-2-PW

## Proposal Due: Monday, October 23, 2023

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For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by:_____
(Company name)

**ATTACHMENT A**
*(Page 2 of 6)*

**Project**: Solid Waste Removal Services
**Contract Identification:** RFP 2023-2-PW
**Bids submitted to:** Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal 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/Proposal 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/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal 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/Proposal, 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/Proposal 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/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
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.

**ATTACHMENT A**
*(Page 3 of 6)*

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 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 Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

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 (Completed and Signed) |
| | Transmittal Letter |
| | 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 |
| | E-Verify Form |
| | City Facilities |
| | City Map(s) |
| | Schedule(s) |
| | Bond Form(s) |

**ATTACHMENT A**
*(Page 4 of 6)*

## TRANSMITTAL LETTER

**I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20__.**

**(Affix Seal Here)**

_____

**Clerk/Secretary**

**Note:**

- **Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.**
- **Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.**

**ATTACHMENT A**

*(Page 5 of 6)*

## 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 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services
## MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

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 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. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**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,

**ATTACHMENT C**

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.**

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_____

_____
Signature

**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: **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 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 City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____ _____
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 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 form 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 in 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. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. 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:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

___ - ___ - ____

**or**

**Employer identification number**

__ - _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## 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, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

## 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:

1. 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.
2. 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.faia.com, 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 submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Insurance@cooperCity.gov.

**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

_____ %

_____ %

_____ %

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**)

_____

1. 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.
2. 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. 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.
5. 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.
6. 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

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 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

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 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.

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_____

_____
COMPANY NAME

_____
PRINT NAME & TITLE

_____
SIGNATURE

## ATTACHMENT M

# NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the _____ of _____ with a
   [Insert Title] [Insert Company Name]

a. local office in _____ and principal office in _____.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. 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.

5. 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 restraints 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 of Affiant

_____
Printed Name & Title of Affiant

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 N**
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

***TO BE RETURNED WITH PROPOSAL***

Project Name: _____

Project No.: _____

1. Definitions:

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

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

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

2. 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:

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

b) All persons (including sub vendors/subconsultants/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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**
**(Page 2 of 2)**

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the 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 1 year after the date of termination.

| |
|---|
| Company Name: |
| Authorized Signature: |
| Print Name: |
| Title |
| Date: |
| Phone: |

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 O

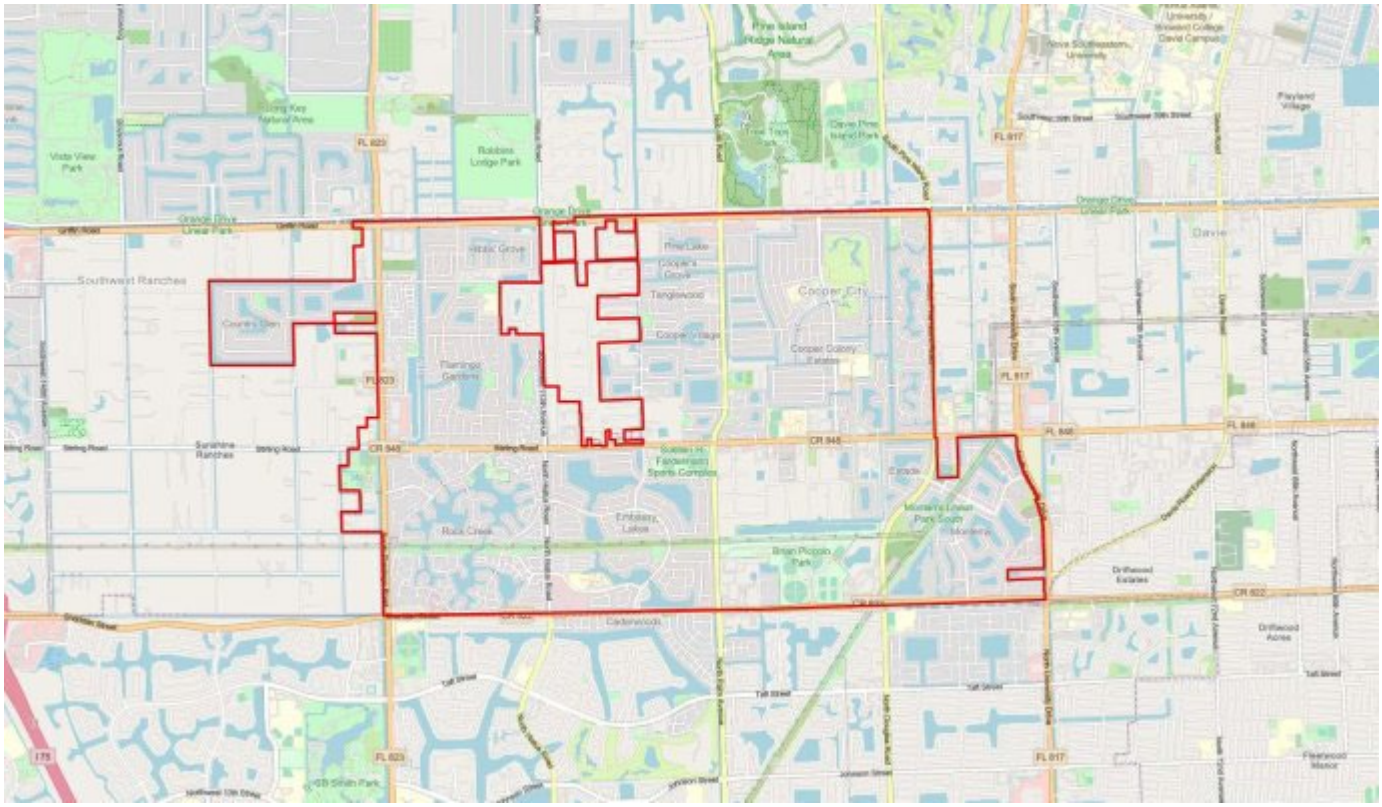
## City Facilities

| Dept. | Location | Site Adress | Service Frequency | Container Type | Container Size |
|---|---|---|---|---|---|
| City Hall | City Hall | 9090 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy - short |
| City Hall | City Hall | 9090 SW 50 Place | 1 x per week | 3 Recycle carts | 96 gallons |
| Community Center | Community Center | 9000 SW 50 Place | 2 x per week | 1 Dumpster | 6 cy |
| Community Center | Community Center | 9000 SW 50 Place | 1 x per week | 1 Recycle cart | 96 gallon |
| Public Works | Public Works | 9070 SW 51 Street | 1 x per week | 1 Recycle dumpster | 6 cy |
| Public Works | Public Works | 9070 SW 51 Street | As needed | 2 Roll off | 20 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | 2 x per week | 1 Dumpster | 6 cy |
| Suellen H Fardelmann Sports Complex | Suellen H Fardelmann Sports Complex | 10300 Stirling Rd | As needed | 1 Roll off | 20 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Fire Dept | Fire Dept | 10550 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Police Dept | Police Dept. | 10580 Stirling Rd | 2 x per week | 1 dumpster | 6 cy |
| Police Dept | Police Dept. | 10580 Stirling Rd | 1 x per week | 2 Recycle carts | 96 gallons |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 2 x per week | 1 Dumpster | 6 cy |
| Pool & Tennis Cnt | Pool & Tennis Cnt. | 11600 Stonebridge Pkwy | 1 x per week | 2 Recycle carts | 96 gallons |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 2 x per week | 2 Dumpsters | 6 cy |
| Flamingo West Park | Flamingo West Park | 6201 S Flamingo Rd | 1 x per week | 1 Recycle dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 2 x per week | 1 Dumpster | 6 cy |
| Bill Lips Sports Complex | Bill Lips Sports Complex | 11700 SW 49 St | 1 x per week | 2 Recycle carts | 96 gallon |
| Utilities | Utilities | 11791 SW 49 St | 2 x per week | 2 Dumpster | 14 cy & 16 cy |
| Utilities | Fleet | 11221 SW 49 St | As needed | 2 Dumpster | 30 cy |
| Fleet | Fleet | 11221 SW 49 St | 2 x per week | 1 Dumpster | 4 cy - short |
| Fleet | Fleet | 11221 SW 49 St | As needed | 3 Roll off | 30 cy |

**ATTACHMENT P**

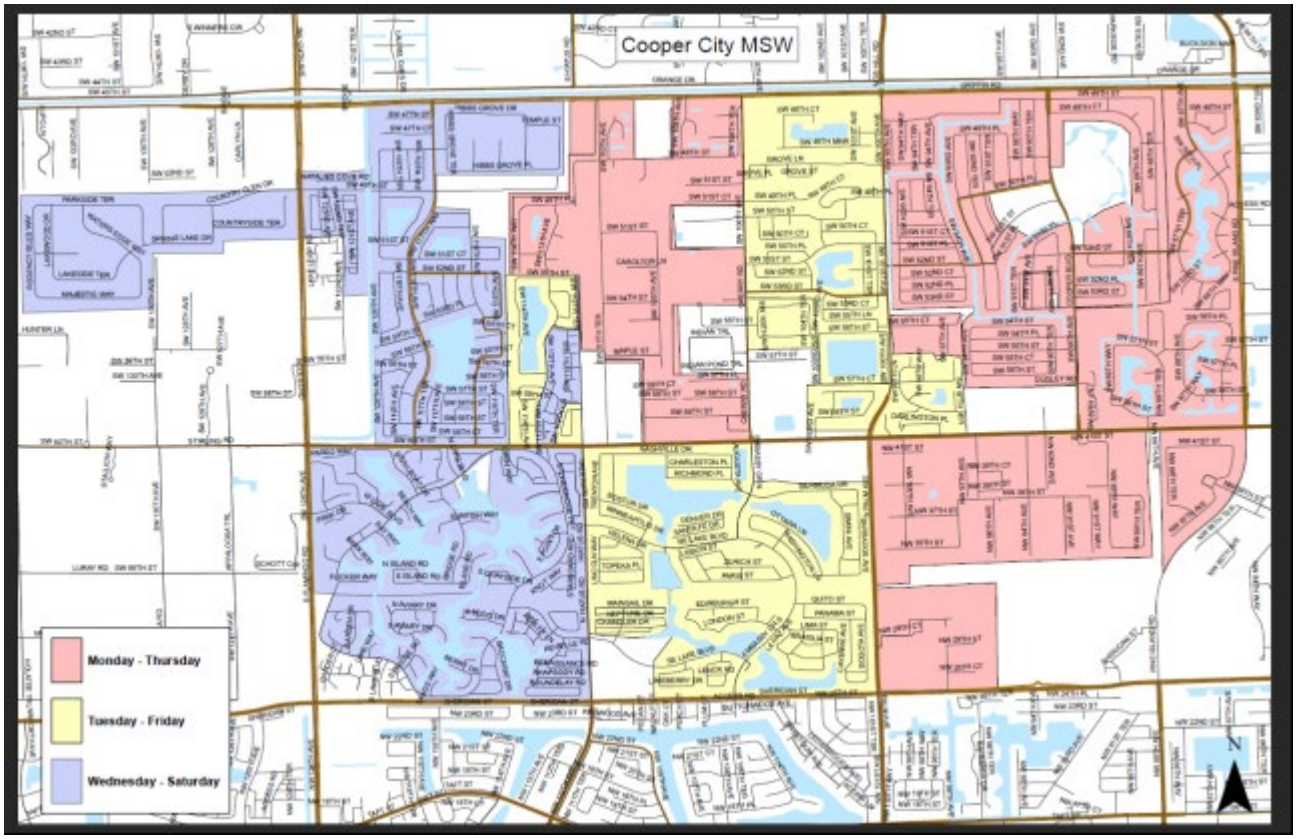
**City Map**

## City of Cooper City Boundary Map



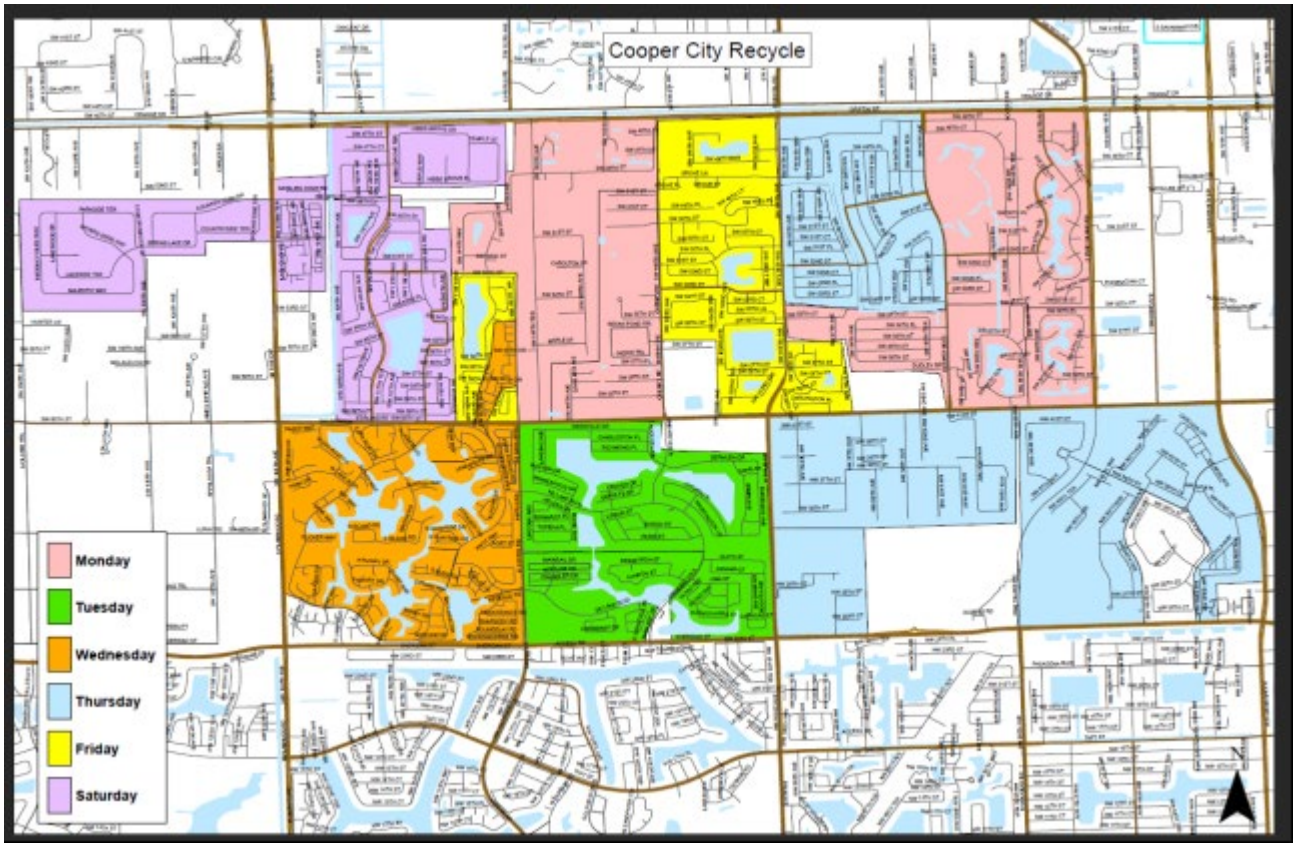
## ATTACHMENT Q

## City of Cooper City MSW Schedule



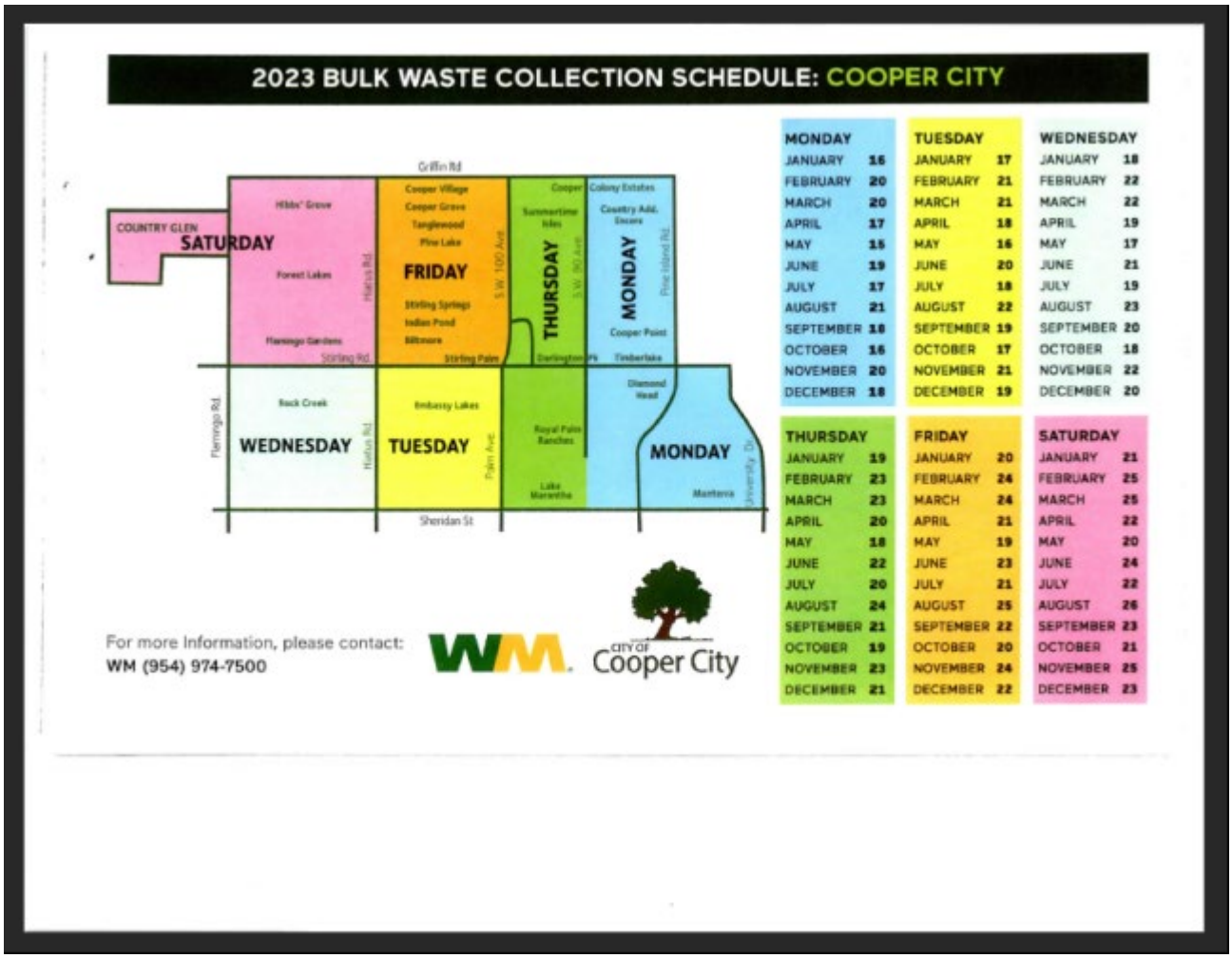
## ATTACHMENT R

## City of Cooper City Recycle Schedule



**ATTACHMENT S**

**City of Cooper City Bulk Waste Schedule**



**ATTACHMENT T**

**Bond Form(s)**

# CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($ ) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR**:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

## CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

# CITY OF COOPER CITY PAYMENT BOND
# COVER SHEET

**THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.**

**Bond No.** _____

**Contractor/Principal Name:**_____

**Contractor/Principal Address:** _____

**Contractor/Principal Phone No.**_____

**Surety Company:** _____

**Surety Company Address:** _____

**Surety Company Phone No.** _____

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50th Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** _____

**Bond Amount:** _____

**Contract No.**_____ **Bid No.** _____

**Permit No./Project No.**_____

**Description of Work:** _____

# FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

**1.** Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

**2.** Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

**2.1** A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

**2.2** A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

**2.3** Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

**2.4** Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

**2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

# ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

# AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

**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 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COMPANY NAME,** a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (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
## PREMABLE

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 **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW**
**"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services,** 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 2023-2-PW",** 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 seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

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. 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.

## 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 the unit prices stated 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:

**COMPANY NAME**
**Attn: INSERT CONTACT PERSON**
**ADDRESS**
**CITY, ST ZIP CODE**

## 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

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.

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 subcontractor. 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.

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.

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.

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 30-day notice of cancellation.

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, as soon as reasonably practicable, 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.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

7.1 **REQUIRED INSURANCE**

7.1.1 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.**

7.1.2 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 subcontractor 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 subcontractor 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 |

7.1.3 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

7.1.4 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.

7.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
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.

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. 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 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. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

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 CLERK**
**9090 SW 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 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

13.1 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:

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

B. 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

C. 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 CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor 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 CONTRACTOR 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 CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR 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.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th 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

Contractor: **Insert_Contact_Position**
**INSERT CONTACT PERSON**
**COMPANY NAME**
**ADDRESS**
**CITY, ST ZIP CODE**
**E-mail: insert_contact_email**
**Telephone No: insert_contact_phone**

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 CONTRACTOR 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.

END OF SECTION

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## A. Title Page

# EASTERN WASTE SYSTEMS, INC.

## Response to City of Cooper City

## RFP #2023-2-PW "Solid Waste Removal Services"

Contact: Angelo Marzano, President Director

Telephone: (954) 543-9800

Email: amarzano@easternwaste.com

Monday October 23, 2023, 3:00:00 PM EDT

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# City of Cooper City, Florida

## PROPOSAL FORMS

# Solid Waste Removal Services

# RFP 2023-2-PW

Proposal Due: Monday, October 23, 2023

For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by: Eastern Waste Systems, Inc.
(Company name)

**ATTACHMENT A**
*(Page 2 of 6)*

**Project:** Solid Waste Removal Services
**Contract Identification:** RFP 2023-2-PW
**Bids submitted to:** Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal 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/Proposal 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/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal 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/Proposal, 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/Proposal 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/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
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.

**ATTACHMENT A**
*(Page 3 of 6)*

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 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 Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

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 (Completed and Signed) |
| ✓ | Transmittal Letter |
| ✓ | 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 |
| ✓ | E-Verify Form |
| ✓ | City Facilities |
| ✓ | City Map(s) |
| ✓ | Schedule(s) |
| ✓ | Bond Form(s) |

**ATTACHMENT A**
*(Page 4 of 6)*

**TRANSMITTAL LETTER**

I, Michael Marzano, a resident of Broward County in the State of Florida, DO HEREBY CERTIFY that I am the Clerk/Secretary of Eastern Waste Systems, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida; that I have custody of the records of the corporation; and that as of the date of this certification, Angelo Marzano holds the title of President Director of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 19th day of October, 2023.

(Affix Seal Here)

Clerk/Secretary

**Note:**

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

# C. Technical Proposal

## Executive Summary

Eastern Waste Systems, Inc. (herein referred to as EWS) is submitting this response to RFP# 2023-2-PW Solid Waste Removal Services (the RFP). **EWS is proposing to perform the Bulk Waste Collection only** per the terms and conditions of the RFP. Founded in 2003, EWS owns and operates the largest fleet of grapple type waste collection vehicles in the State of Florida, specializing in bulk collection. EWS is a preferred vendor for hauling companies and municipalities throughout southeast Florida, regularly serving over 100,000 residential homes in Palm Beach, Broward and Miami-Dade Counties. Additionally, over the past 7 years EWS performed and continues to provide weekly bulk collection services to the City of Cooper City and its residents working as a subcontractor for the current provider.

EWS is a Florida based corporation, locally headquartered at 1660 NW 19th Avenue in Pompano Beach, Florida. This location is nineteen miles from the City and will conveniently serve as the base for operations under the Agreement. The officers of the company are Angelo Marzano, PD; Michael C. Marzano TD; and Dominick Marzano, SD. Financially, the company is sound and possesses all the necessary equipment and personnel to provide residential bulk and debris collection within the scope of services required by the City of Cooper City. Not only has EWS been a long-time provider of bulk and yard waste collection services to residents all over Broward County, but also continues to be a philanthropic partner in the community as well donating annually to many charitable organizations and events throughout the South Florida area.

Since 2003 EWS has performed residential bulk and yard waste collection exclusively in the South Florida market. Please review the associated letters of recommendation for these projects attached. EWS has thoroughly reviewed the scope of work required in the RFP and is committed to offering the City of Cooper City the most prompt and efficient collection services with the equipment exclusivity the City currently enjoys. EWS is committed to supplying the necessary equipment to perform bulk and yard waste collection from **day one** of the desired start date, and the fleet will meet all requirements including age of vehicles and video monitoring technology with GPS capabilities.

# Proposer Team Identification, Qualifications and General Information

**Team Resumes:**

**Project Manager-** Company President Angelo Marzano (phone 954-543-9800, email amarzano@easternwaste.com) will personally oversee project management and work with staff on pre-planning, assessment of collection and operations, and liasion to the City. Angelo has over 20 years experience at the Executive Management level. Angelo is a graduate of Pennsylavia State University.

**Financial Administration Manager and Treasurer-** Michael C. Marzano (phone 954-543-9800, email mmarzano@easternwaste.com) will serve as Treasurer and Director for the project, overseeing all finanacial aspects of the project including accounting, data collection, reporting and administrative functions. From 2004 to Present, Michael has served as Treasurer and Vice President of EWS. Previously, Michael served as Treasurer/Corporate Controller of Star Services Group (Delta Recycling Corp.) a publicly held company from June of 1999 to the eventual sale of the company to BFI/Allied in June 2001. From 2001 to April 2004, he served as Controller/Treasurer of Atlas - Recycling, which owned and operated 5 Construction and Demolition Recycling facilities as well as 2 Soil Remediation facilities. The company was subsequently sold in April 2004. Michael is a graduate of Pennsylavia State University.

**Operations Manager-** Operations Manager Gerald Walker (phone 954-583-9800, gwalker@easternwaste.com) has over 10 years' experience in management and collection of bulk and yard waste, many of those years working on and managing bulk routes in the South Florida Market. Gerald served as a CDL driver for Eastern Waste Systems, Inc. from 2005-2009. From 2009-2016, he was promoted to Route Manager for Eastern Waste Systems, Inc. From 2016 to Current he serves as the Operations Manager for Eastern Waste Systems, Inc. and is responsible for overseeing all bulk collection routes and Route Managers.

**Route Supervisor-** In the Cooper City territory, Daniel Sementilli (phone 954-234-9794, dsementilli@easrternwaste.com is familiar with the City of Cooper City in both geography and in working with the City and its service standards. Daniel has 30 years of experience in the waste collection industry and is the current route supervisor for EWS managing subcontractor operations in the field including the City of Cooper City. Daniel has experience in both managing customer service, the Customer Call Center and the processes for complaints and requests. Daniel will be the full-time supervisor in the City and will exclusively support City staff and customer service. Daniel possesses all the skills necessary to communicate with City staff and residents, perform audits and attend City staff meetings, and adhere to the requirements set forth in Section 5.9 of the RFP.

Daniel will also serve as Customer Service Manager/Liaison and will have access to all software, technological equipment and programs available including GPS and Samsara fleet video monitoring systems. Daniel has a dedicated direct dial telephone line as well as direct electronic mail available Monday through Saturday from 9am to 6pm. Daniel will attend meetings with the City, take direct complaints and calls from customers and the City, visit properties to correct issues or investigate complaints, update work orders tracked through the City's work order system and communicate customer calls within Contractor's organization to affect resolution as described in this RFP. EWS Supervisor Ronald Johnson will provide back-up for Daniel in the Customer Service Manager/Liaison role as he is also familiar with the City of Cooper City.

Eastern Waste Systems, Inc. is proposing to be awarded **ONLY** the bulk waste collection services under a separate award under the terms and conditions of RFP# 2023-2-PW. Founded in 2003, Eastern Waste Systems, Inc. is a Florida Corporation providing residential curbside bulk and yard waste collection for the last 20 years. EWS is solely located at 1660 NW 19th Ave. Pompano Beach, Florida 33069. The general telephone line is (954) 583-9800 and the general email address is bulkservice@easternwaste.com. The main fax line is (954) 580-0616. EWS maintains the web address www.easternwaste.com and the main contact for this proposal is Angelo Marzano, President/Director.

As a local Broward County vendor solely operating in the South Florida market, EWS management and staff have significant expertise in effectively managing residential bulk waste collection and disposal. EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida. EWS employees complete four to six weeks of training, both operational and safety related,

before they can operate in the field. Every workday, a fleet of over 80 vehicles collect debris with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage. Weekly safety meetings and monthly topical meetings coupled with refresher training on standard operational procedures for bulk and yard waste collection prepare EWS staff to operate safely and efficiently. Additionally, EWS maintains a support staff of over forty (40) employees acting in various roles as trained Supervisors, Managers, Customer Service Representatives, Mechanics, Technicians, Dispatchers and Administrators all working together to provide the highest level of quality services available to the City of Cooper City.

## Experience and Technical Qualifications

EWS has continuously performed the residential bulk and yard waste collection in multiple South Florida municipalities over the last 20 years, including all those listed as references included in this response. EWS will own and regularly maintain all the equipment, vehicles, and personnel needed to perform under the terms and conditions of RFP# 2023-2-PW. The EWS fleet of collection equipment are designed, and employees are trained to load debris into clam shell trucks. EWS commits to providing as many collection vehicles as needed to operate within the City every regularly scheduled collection day. All units are company owned, drivers are actively collecting bulk and vegetation currently in Broward and Miami-Dade Counties and are based out of the Company Headquarters in Pompano Beach, Florida.

As a primary contractor, EWS commits to the City as many dedicated resources as needed for punctual collection. An award to EWS for the bulk waste collection service will allow EWS to enhance its operations by establishing dedicated drivers to complete designated routes each scheduled collection day. Allowing EWS to manage residential bulk collection in the field will establish the flexibility and ownership needed

to ensure completion of routes. Company President Angelo Marzano will personally oversee project management and work with staff on route coordination, training, and data reporting. The EWS main operating facility located in Pompano Beach is backed up by generated power to eliminate any loss of services or communication in the wake of any outage. EWS will service the City first and foremost in advance of an impending storm or other event foreseeably resulting in a locally declared emergency. As a current tertiary contractor for Emergency Debris Management Services (EDMS) in Broward County, if an emergency order or storm warning resulting in the suspension of services is declared EWS will finalize regular collections and will stand ready in the event our services are needed per the Terms and Conditions of the RFP. This will allow the City to rest assured there are dedicated resources available, and local, everyday operators familiar with the size and scope of the City stand ready to begin EDMS activities if activated.

## Relevant Project Experience

EWS has provided 7 years of continuous engagement in providing City of Cooper City with the bulk services as proscribed in the RFP, operating as a subcontractor for the current vendor. This experience offers a local knowledge of the City, its streetscapes and landmarks, and most importantly its residents. As your direct provider, EWS will enhance its services and ability to service the residents if the City through a direct line of communication and a dedication to all assets necessary to perform timely, safe collections.

In addition to providing bulk collection services to the City of Cooper City, EWS has provided similar services for a period of ten (10) years or more and is presently engaged in the provision of these services in the municipalities of Pembroke Pines, Miramar, Davie, Weston, Miami Beach and Pompano Beach among others. The services we currently provide to the City of Pembroke Pines are under a Franchise Agreement between EWS and the City of Pembroke Pines as the result of a very similar procurement, in which the City selected EWS as a sole and separate vendor for bulk and yard waste collection services. Please see the Project References section of this response for confirmation.

All members of the EWS team proposed to serve the City under RFP# 2023-2-PW possess over 10 years of experience in collecting the bulk and yard waste in the South Florida market. The qualifications for our team include a management group beginning with Angelo Marzano, a founder of the Company and President overseeing all operations of the Company for the last 20 years. Gerald Walker, our Operations Mananger was promoted internally and previously worked as an operator in multiple Broward County municipalities. Mr. Walker still maintians a Commerical Drivers Licesense and oversees daily activities and operations in the field. Daniel Sementilli, our dedicated supervisor in Cooper City, has a customer service background focused on exceeding our customers expectations and is currently out in the City working every scheduled Saturday. The culture and atmosphere at EWS cultivates low employee turnover and specific experience to each project. This affords EWS to opportunity to commit to maintining dedicated drivers consistently working in the City everyday to complete designated routes as scheduled.

## Project References

Since 2003, EWS has provided multiple municipalities in South Florida the collection and disposal of residential curbside bulk and yard waste. EWS is presently engaged in the provision of these services in the municipalities of Fort Lauderdale, Pembroke Pines, Miramar, Davie, Weston, Miami Beach and Pompano Beach among others:

**Reference 1 Contact Information:**

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **8300 South Palm Drive**

City/State/Zip: **Pembroke Pines, FL 33025**

Contact Name: **Rose Colombo** Title: **Administrative Supervisor**

E-Mail Address: **rcolombo@ppines.com**

Telephone: **954-518-9060** Fax: **954-986-5011**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Twice per month collection of bulk and yard waste from eligible residential units in the City of Pembroke Pines, Florida.**

Nature of the firm's responsibility on the project: **Twice per month collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **9 YEARS TO CURRENT**

Size of project: **38,741 units**

Work for which staff was responsible: **Twice per month collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Exclusive Franchise Agreement with City**

The results/deliverables of the project: **Satisfactory Performance**

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

September 6, 2022

RE: Eastern Waste Systems, Inc.

EWS has worked as our residential bulk hauler since 2013. First, as a sub-contractor to our solid waste hauler and currently we have entered into franchise agreement with EWS that is in effect through 9/30/2028.

It has been my experience in dealing with EWS, that all of their staff from upper management to the workers in the field are exceptionally professional and courteous.

They currently service our City for twice a month residential bulk service and complete the work in an organized and neat manner. They are very prompt in responding to any issues that occur, which are quickly resolved. They will often go "above and beyond" to assist a resident.

I recommend EWS without hesitation and feel they would surely be an asset to your organization. Please contact me should you require additional information.

Sincerely,

Rosemarie Colombo
Sanitation Manager
City of Pembroke Pines
(954) 518-9011

**Reference 2 Contact Information:**

Name of Firm, City, County or Agency: **City of Pompano Beach**

Address: **100 W. Atlantic Blvd.**

City/State/Zip: **Pompano Beach, FL 33060**

Contact Name: **Russell Ketchem** Title: **Solid Waste Manager**

E-Mail Address: **russell.ketchem@copbfl.com**

Telephone: **954-786-4030** Fax: **954-786-4011**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Residential Bulk and Yard Waste Collection services in the City of Pompano Beach, Florida as a subcontractor under Coastal Waste and Recycling.**

Nature of the firm's responsibility on the project: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **15 years to Current**

Size of project: **19,018 units**

Work for which staff was responsible: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**

pompano beach.
Florida's Warmest Welcome

Solid Waste Services Department
Russell S. Ketchem
Director of Solid Waste Services

City of Pompano Beach, Florida
1190 NE 3rd Avenue, Bldg. B., Pompano Beach, Florida 33060
Phone: 954.786.5516 | Email: Russell.Ketchem@copbfl.com

22 March 2021

RE: Eastern Waste Systems, Inc.

This letter is to provide a reference to the fact that Eastern Waste Systems, Inc. (EWS) has been the sub-contractor for Waste Management, Inc. as it pertains to the removal of residential bulk waste for the City of Pompano Beach since 2006. During that time, they have provided excellent service to the residents. Any issues that were identified were promptly resolved in a professional and timely manner.

It is to note that in 2017, EWS was the sole hauling contractor for the City in our response to Hurricane Irma. Not only did they respond to the aftermath of the hurricane, but did so in an organized manner that allowed the city to recover in an astounding three weeks. It put that in perspective, most other cities were just getting their contractors in place when we were concluding our recovery operation. This successful operation could not had occurred without EWS being dedicated to the cleanup of our city.

Without hesitation, I fully recommend Eastern Waste Systems, Inc.

Sincerely,

Russell S. Ketchem
Director of Solid Waste Services
City of Pompano Beach

**Reference 3 Contact Information:**

Name of Firm, City, County or Agency: **City of Miami Beach**

Address: **140 MacArthur Causeway**

City/State/Zip: **Miami Beach, FL 33139**

Contact Name: **Brad Kaine** Title: **Sanitation Director**

E-Mail Address: **bradfordkaine@miamibeachfl.gov**

Telephone: **305-234-4262** Fax: **305-234-4251**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **On call collection of bulk and yard waste from eligible residential units in the City of Miami Beach, Florida as a subcontractor under Waste Connections.**

Nature of the firm's responsibility on the project: **On call Collection up to 6 times per year of residential bulk waste that cannot be placed in a can, bag or tied in bundles of 4-feet in length or less; white goods; waste from D-I-Y projects exceeding 5-feet in length or 40 pounds; and furniture.**

Project duration: **5 years to Current**

Size of project: **43,346 units**

Work for which staff was responsible: **Maximum of 6 on-call collections of eligible bulk and yard waste from all single-family residential units within the City.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**

**Reference 4 Contact Information:**

Name of Firm, City, County or Agency: **City of Miramar**

Address: **13900 Pembroke Rd. Building L**

City/State/Zip: **Miramar, FL 33025**

Contact Name: **Ralph Trapani** Title: **Solid Waste Manager**

E-Mail Address: **ratrapani@miramarfl.gov**

Telephone: **954-883-6832** Fax: **954-602-3485**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Residential Bulk and Yard Waste Collection services in the City of Miramar, Florida as a subcontractor under Waste Pro.**

Nature of the firm's responsibility on the project: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **8 years to current**

Size of project: **31,359 units**

Work for which staff was responsible: **Monthly collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**

**CITY OF MIRAMAR**

An Equal Opportunity Employer

**Mayor**

Wayne M. Messam

**Vice Mayor**

Maxwell B. Chambers

**City Commission**

Winston F. Barnes

Yvette Colbourne

Alexandra P. Davis

**City Manager**

Vernon E. Hargray

"We're at the Center of Everything"

**Public Works Department**
**13900 Pembroke Road**
**Miramar, Florida 33027**

Phone (954) 883-6815
FAX (954) 602-3584

September 17, 2020

TWIMC

Re: Eastern Waste Solutions

This is to inform you that Eastern Waste Solutions (EWS) has been doing business with the City of Miramar, as a sub-contractor for Residential Bulk Collection Services, to the Solid Waste and Recycling Collections Service Agreement with Waste Pro of Florida since May 2011. We are pleased to report that all business activities have been conducted in a responsive and responsible manner by Mr. Angelo Marzano and his professional team at EWS.

The EWS Team has dutifully complied with the Terms and Conditions of the Collection Agreement, and reliably completes the City's demanding daily bulk collections schedule, even during these difficult and challenging times. The EWS Team routinely delivers a Gold Level Standard of Service.

I can confidentially recommend the EWS Team.

Sincerely,

Ralph Trapani
Solid Waste and Recycling Manager
Public Works Department
City of Miramar
(954) 883-6832

**Reference 5 Contact Information:**

Name of Firm, City, County or Agency: **City of Fort Lauderdale**

Address: **101 NE 3rd Avenue, Suite 1400**

City/State/Zip: **Fort Lauderdale, FL 33301**

Contact Name: **Melissa Doyle** Title: **Program Manager, Solid Waste and Recycling**

E-Mail Address: **mdoyle@fortlauderdale.gov**

Telephone: **954-828-6111** Fax: **954-828-5439**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Residential Bulk and Yard Waste Collection services in the City of Fort Lauderdale, Florida as a subcontractor under Waste Management.**

Nature of the firm's responsibility on the project: **Monthly collection and disposal of bulk and yard waste at a quantity of up to 10 cubic yards from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and weekly collection and disposal of an unlimited quantity of Palm Fronds from all single-family residential units within the Las Olas Isles Community. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Project duration: **1 year to current**

Size of project: **38,369 units**

Work for which staff was responsible: **Monthly collection and disposal of bulk and yard waste at a quantity of up to 10 cubic yards from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and weekly collection and disposal of an unlimited quantity of Palm Fronds from all single-family residential units within the Las Olas Isles Community. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Subcontractor Agreement with Waste Management**

The results/deliverables of the project: **Satisfactory Performance**

# Contractor's Equipment and Facilities

Eastern Waste Systems, Inc. headquartered and operationally based at 1660 NW 19th Ave. Pompano Beach, Florida 33069. The 5.5 acre EWS facility features a multiple bay maintenance shop, a welding shop, a training facility, operational and customer services center, and the Corporate offices. EWS owns and operates the largest fleet of grapple type waste collection vehicles in the State of Florida, specializing in residential curbside bulk and yard waste collection, all housed and maintained locally in Broward County, Florida less than 20 miles from the City.

EWS owns and regularly maintains the following list, equipment, vehicles, and personnel available to perform under the terms and conditions of RFP# 2023-2-PW EWS fleet of collection equipment are designed, and employees are trained to load debris into clam shell trucks. Bulk Waste hauling will be performed with self-loading grapple trucks, and all equipment will be equal to or larger than 25 cubic yards of capacity. EWS intends to maintain a maximum fleet age of seven years on its regular collection vehicles operating in the City of Cooper City.

**A complete tour of our facility during operating hours is always available upon request.**

**Current Equipment:** Please find the following asset list of equipment available for bulk waste collection:

**Eastern Waste Systems, Inc. Fleet List for RFP# 2023-2-PW**

| Truck #: | Year: | Make/Model: | GVW: | Truck #: | Year: | Make/Model: | GVW: |
|---|---|---|---|---|---|---|---|
| 97 | 2023 | RAM 5500 | | 624 | 2022 | MD7 42R | 33,000 |
| 401 | 2016 | Freightlinr M2106 | 33,000 | 625 | 2022 | MD7 42R | 33,000 |
| 402 | 2016 | Freightliner Chassis | 33,000 | 626 | 2022 | MD7 42R | 33,000 |
| 504 | 2006 | Peterbilt 335 | 66,000 | 627 | 2022 | MD7 42R | 33,000 |
| 507 | 2018 | Mack GU533 | 66,000 | 628 | 2022 | MD7 42R | 33,000 |
| 508 | 2017 | Freightliner M2-106 | 37,600 | 629 | 2022 | MD7 42R | 33,000 |
| 509 | 2017 | Freightliner M2-106 | 37,600 | 630 | 2020 | Mack 64BR-MHD | 54,000 |
| 510 | 2017 | Freightliner M2-106 | 37,600 | 631 | 2021 | Mack GR42F | 33,000 |
| 511 | 2017 | Freightliner M2-106 | 37,600 | 632 | 2020 | Mack GR64B | 66,000 |
| 512 | 2017 | Freightliner M2-106 | 37,600 | 633 | 2020 | Mack GR64B9 | 54,900 |
| 513 | 2018 | Freightliner M2-106 | 37,600 | 634 | 2020 | Mack GR42B9 | 33,000 |
| 514 | 2018 | Freightliner M2-106 | 37,600 | 635 | 2020 | Mack GR42B9 | 33,000 |
| 515 | 2018 | Freightliner M2-106 | 37,600 | 636 | 2020 | Mack GR42B9 | 33,000 |
| 516 | 2018 | Freightliner M2-106 | 37,600 | 637 | 2019 | Mack GR64B9 | 33,500 |
| 517 | 2018 | Freightliner M2-106 | 37,600 | 638 | 2019 | Mack GR42F9 | 33,000 |
| 518 | 2018 | Freightliner M2-106 | 37,600 | 639 | 2019 | Mack GR42F9 | 33,000 |
| 519 | 2018 | Freightliner M2-106 | 37,600 | 640 | 2020 | Mack GR42F9 | 33,000 |
| 520 | 2018 | Freightliner M2-106 | 37,600 | 641 | 2019 | Mack | 33,000 |
| 521 | 2018 | Freightliner M2-106 | 37,600 | 642 | 2019 | Mack | 54,000 |
| 522 | 2016 | Freightliner M2-106 | 37,600 | 643 | 2018 | Mack GU533 | 66,000 |
| 523 | 2016 | Freightliner M2-106 | 37,600 | 644 | 2017 | Mack GU533 | 66,000 |
| 524 | 2016 | Freightliner M2-106 | 37,600 | 645 | 2017 | Mack GU533 | 66,000 |
| 525 | 2017 | Freightliner M2-106 | 37,600 | 646 | 2017 | Mack GU533 | 66,000 |
| 526 | 2017 | Freightliner M2-106 | 37,600 | 647 | 2017 | Mack GU532 | 33,000 |
| 527 | 2017 | Freightliner M2-106 | 37,600 | 648 | 2017 | Mack GU532 | 33,000 |
| 528 | 2017 | Freightliner M2-106 | 37,600 | 649 | 2016 | Freightliner M2106 | 33,000 |
| 601 | 2023 | Mack GR64FT | 69,999 | 651 | 2016 | Freightliner Chassis | 33,000 |
| 602 | 2024 | Mack GR64FT | 70,000 | 652 | 2016 | Freightliner Chassis | 33,000 |
| 603 | 2024 | Mack GR64FT | 70,000 | 656 | 2015 | Peterbilt 337 | 33,000 |
| 604 | 2024 | Mack GR64FR | 70,000 | 657 | 2014 | Peterbilt 337 | 33,000 |
| 605 | 2023 | Mack MD7 | 33,000 | 658 | 2014 | Freightliner M2106 | 33,000 |
| 606 | 2023 | Mack MD7 | 33,000 | 659 | 2014 | Freightliner M2106 | 33,000 |
| 607 | 2023 | Mack MD7 | 33,000 | 660 | 2014 | Peterbilt 337 | 33,000 |
| 608 | 2023 | Mack MD7 | 33,000 | 661 | 2014 | Peterbilt 337 | 33,000 |
| 609 | 2023 | Mack MD7 | 33,000 | 679 | 2007 | Peterbilt 335 | 33,000 |
| 610 | 2023 | Mack MD7 | 33,000 | 680 | 2007 | Peterbilt 335 | 33,000 |
| 611 | 2023 | Mack MD7 | 33,000 | 689 | 2005 | Freightliner M2 | 33,000 |
| 612 | 2023 | Mack MD7 42R | 33,000 | 694 | 2006 | Freightliner M2 | 33,000 |
| 613 | 2023 | Mack MD7 42R | 33,000 | 502422 | 2022 | Freightliner M2 106 | 33,000 |
| 614 | 2022 | Mack MD7 42R | 33,000 | 502522 | 2022 | Mack MD7 | 33,000 |
| 615 | 2022 | Mack MD7 42R | 33,000 | 502622 | 2022 | Mack MD7 | 33,000 |
| 616 | 2022 | Mack MD7 42R | 33,000 | 502722 | 2022 | Mack MD7 | 33,000 |
| 617 | 2022 | Mack MD7 42R | 33,000 | 502922 | 2022 | Mack MD7 | 33,000 |
| 618 | 2022 | Mack MD7 42R | 33,000 | 503022 | 2023 | Freightliner M2 106 | 33,000 |
| 619 | 2022 | Mack MD7 42R | 33,000 | 503122 | 2023 | Freightliner M2 106 | 33,000 |
| 620 | 2022 | Mack MD7 42R | 33,000 | 503323 | 2022 | Mack MD7 | 33,000 |
| 621 | 2022 | Mack MD7 42R | 33,000 | 503923 | 2023 | Freightliner M2 106 | 33,000 |
| 622 | 2022 | MD7 42R | 33,000 | 504023 | 2023 | Freightliner M2 106 | 33,000 |
| 623 | 2022 | MD7 42R | 33,000 | | | | |

## Contractor's Operational Plan

No other firm understands the scope of service and intent of RFP# 2023-2-PW better than EWS. For the past nineteen years, EWS performed as both a prime and subcontractor to collect residential bulk and yard waste in multiple Cities throughout Broward County. EWS has a long and proud history serving these municipalities, often assisting in the creation and designation of the bulk services in multiple scenarios. EWS possesses a proven track record in managing residential bulk and yard waste services in the South Florida residential market. As a local vendor operating within 19 miles of the City, EWS management and staff have significant expertise in effectively managing debris collection and disposal. Over eighty (80) EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida.

Every scheduled day, EWS commands a fleet of state-of-the-art collection equipment ready to perform under the terms and conditions of RFP# 2023-2-PW. EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field. Trainer and Safety Manager Leonard Wellington brings over 20 years of experience in waste collection operations and safety, and he has produced results that make EWS one of the safest places to work in the industry. Each workday, a fleet of over 80 vehicles operates with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage, EWS daily approach to bulk and yard waste collection focuses on providing safe and efficient operations. Weekly safety meetings and monthly topical meetings before and during each season, coupled with refresher training on collection plans and operational procedures allow EWS to stand ready to provide the City of Cooper City the utmost customer service each day.

All EWS collection, supervisory and maintenance units are equipped with Samsara On Board camera/video technology. Samsara Refuse Collection Systems wrap all units in 360° of camera coverage to monitor vehicle and driver environment in real time.

samsara

Samsara On Board technology allows EWS the ability to track and record the hours collection vehicles are working and their exact location. In addition, 24-hour access to all on board camera systems allows EWS to review service performance and research any complaints or issues swiftly and effectively in real time, thus enhancing customer service for the City and its residents.

tracEZ.

All Customer Service requests will be logged in real time using TracEZ data management software. This software will have the ability to log, record, track and provide electronic updates not only to the customer but the City and EWS as well to ensure 100% customer satisfaction.

EWS business systems provide for daily input of all weight-based disposal tickets from the dedicated disposal facility, generating a variety of reports to report and analyze the weight-based components of the services provided. EWS maintains a clerical staff of data entry, administration, customer service representatives and dispatchers all working in unison to gather, evaluate and report all necessary information to remain compliant with the terms and conditions of the RFP.

**Customer Service Plan:** EWS staffs four full-time customer service representatives and dispatchers to ensure prompt service. The office is manned from 7 am to 5 pm Monday through Friday, and 7 am until noon on Saturday and our customer service line is answered by a live, local representative. Representatives work hand in hand with dispatchers and route supervisors to manage service requests in real time to ensure customer satisfaction and prompt complaint resolution. All requests and complaints are logged into our TracEZ customer service software and tracked until closed out with the customer's approval. All information is communicated timely by our customer service department to the City, and all documentation is kept and made available to the City upon request.

As previously mentioned, over the last 19 years EWS performed and continues to provide daily bulk collection services throughout South Florida. Working through those years under multiple haulers, EWS has operated continuously through periods of transition between haulers, a financial crisis, several major weather events, and most recently a pandemic. In March of 2019, EWS received commendation from the

City of Pembroke Pines for its prompt service and its "above and beyond" approach to collecting residential bulk waste twice per month in the City. In the City of Pembroke Pines, the conversion to twice per month bulk was a collaborative project, with EWS assisting in the crafting of zones and schedules, as well transitioning the services in the field. Being a local Broward County vendor, no other firm can offer the amount of specialized equipment, operated by a staff of certified and trained professionals, in the quantity and quality that EWS provides. Performing the bulk collection services on a current and consistent basis affords EWS the understanding and experience to best serve the City under the Terms and Conditions of this RFP. Being a local Broward County based vendor, no other firm can offer the amount of specialized bulk collection equipment to the City and its needs for the collection of bulk services like EWS.

EWS is committed to utilizing as many collection vehicles in the fleet as needed daily with bodies of 25 cubic yards or greater in size to perform the services required in RFP# 2023-2-PW for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is **not** proposing to collect MSW, Recycling and Yard Waste per section 3.3 of the RFP. **EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition.**

EWS is proposing to use 6 routes to collect up to 6 cubic yards of bulk waste monthly from all residential units, six days per week, on the current collection day per the current schedule.

Per the Terms and Conditions under Section 1.9.1 of the RFP, EWS is electing ***not*** to propose Option A.

Under Option B, EWS is proposing to use 3 routes to collect up to 10 cubic yards of bulk waste every other month from homes, five days of each week in the month, utilizing 20 zones.

Under Option C, EWS is proposing to use 4 to 5 routes to collect up to 15 cubic yards of bulk waste quarterly from homes, five days of each week in the service month utilizing 20 zones. The Collection Months for this service will be the last month of the quarter: March, June, September and December.

The routes have been established by performing due diligence of the current collection methods and the RFP, as well as utilizing company knowledge and applying nearly 20 years of internal performance data to the scope of services listed. The proposed schedules for options A,B and C are merely suggested by EWS and subject to be amended by mutual consent with the City as allowed in the RFP. EWS will monitor and audit routes to find efficiencies both along the residential corridors of the City as well as disposal trip time to and from the designated facility. EWS anticipates with proper asset allocation and experienced operation, each unit should maximize load time and make three to four disposal trips per day based on the route location and proximity to and from the designated disposal facility.

EWS will utilize the disposal facility as designated by the City of Cooper City. EWS will work with the City and designated disposal facility to ensure all deliverable waste is disposed in compliance and reported with accuracy. All disposal tickets will be transmitted per the terms and conditions of the RFP and at City's direction.

EWS uses AT&T for telecommunications including cellular telephones with data, tablets with data and access to company software, and global positioning system information for routing and verification purposes. If cellular communications are disabled, EWS will enact a two-way radio system to maintain communications until services are restored. EWS also uses Third-Eye technology to monitor global positioning of collection vehicles and communicate with the team in the field on-location. On board camera systems allow for EWS to review service performance and research any complaints or issues swiftly and effectively in real time, thus enhancing customer service for the City and its residents.

EWS uses its own internal software, Waste Program (WP), For its management information systems and computer hardware. EWS operates Microsoft Office software, as well as Mas 90 financial and operations software. This software manages operations, financials, expenses, and reporting. Company management and staff operate on an integrated platform, allowing instant access to the company's mainframe with all safeguards in place to assure that all revenues and expenses are captured by our accounting system.

Every scheduled day, EWS commands a fleet of state-of-the-art collection equipment ready to perform under the terms and conditions of RFP# 2023-2-PW. EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field. Trainer and Safety Manager Leonard Wellington brings over 20 years of experience in waste collection operations and safety, and he has produced results that make EWS one of the safest places to work in the industry. Every workday, a fleet of over 100 vehicles stand ready to collect debris with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage, EWS daily approach to bulk and yard waste collection focuses on providing safe and efficient operations. Weekly safety meetings and monthly topical meetings before and during each season coupled with refresher training on collection

plans and operational procedures allow EWS to stand ready to provide the utmost customer service each day.

EWS maintains a follows an Employment Handbook which lays out all personnel policies, including DOT/OSHA/ANSI compliant hiring practices for its employees. CDL drivers must complete a background check and pass a drug screen as proscribed by the Department of Transportation, State and local authorities. All employees are required to be compliant by the standards held in any Franchise Agreement for operating in a local municipality and receive a detailed two-week training before route assignment to ensure all work is completed safely and timely. Performance initiatives and annual evaluation and reviews offer employees guidance, feedback, and the potential to receive additional compensation through bonus structures.

## Contractor's Transition Plan

EWS is committed to utilizing as many collection vehicles in the fleet as needed daily with bodies of 25 cubic yards or greater in size to perform the services required in RFP# 2023-2-PW for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is **not** proposing to collect MSW, Recycling and Yard Waste per Section V of the RFP. **If the current bulk services provision per Section 1.9.1 of the RFP is selected, EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition.**

EWS is proposing to resume the City's current operations at the City's current service levels without any interruption any of service. EWS currently provides the bulk collection services as a subcontractor for the current provider and maintains the necessary staff and equipment to perform these services seamlessly while meeting all terms and conditions of the RFP including fleet requirements. All equipment, labor and administrative staff are already in place and ready to begin service day 1 of the Agreement. **EWS will participate in all residential notifications if a change in services is selected as part of the Award.**

# Demonstration of Financial Resources

**Financial Capability:** EWS possesses the necessary Financial stability to perform under the terms and conditions outlined in RFP# 2023-2-PW. EWS is one of the largest private hauling companies in Florida in less than 20 stable years of existence. This unprecedented growth demonstrates the firm financial standing of the Company. To maintain its competitive advantage EWS has chosen to operate on the condition of confidentiality. Therefore, in accordance with Florida State Statute section 403.73 (1) Trade secrets; confidentiality, please accept this request for the Financial Information required as part of the response to RFP# 2023-2-PW to remain confidential as such information contains trade secrets as defined in s. 812.081. Such trade secrets are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. In response to the RFP# 2023-2-PW EWS must invoke its right to confidentiality per Florida State Statutes. EWS is agreeable to any City request to review of Financial Information required in this RFP or by request from a member of the City of Cooper City staff, under strict confidentiality.

**Litiagtion:** EWS has no prior complaints or pending litigation/investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in the RFP within the last five years and within the counties of Miami-Dade, Broward, and Palm Beach, and related to the collection and disposal of bulk waste for local governments. EWS has no subsidiary/affiliate company in the same business.

**ATTACHMENT A**
*(Page 5 of 6)*

## Bidder's Contact Information

| | |
|---|---|
| Name of Company: | Eastern Waste Systems, Inc. |
| Address: | 1660 NW 19th Avenue |
| | Pompano Beach, FL 33069 |
| Type of Business | Corporation providing waste collection services |
| Company's Website: | www.easternwaste.com |
| Authorized Signatory Contact: | Angelo Marzano |
| Title: | President Director |
| Tel: | 954-543-9800 Mobile: 954-214-1573 |
| Email Address (Required): | amarzano@easternwaste.com |
| Primary Contact: | Michael Marzano |
| Title: | Treasurer Director |
| Tel: | 954-543-9800 Mobile: 954-931-3021 |
| Email Address (Required): | mmarzano@easternwaste.com |
| Additional Contact & Title: | Damon Stinson, Contract Administrator |
| Tel: | 954-543-9800 Mobile: 754-204-4389 |
| Email Address (Required): | dstinson@easternwaste.com |
| Remit to Address: | 1660 NW 19th Ave. Pompano Beach, FL 33069 |
| Remit to Contact: | Name: Dana Grace Tel: 954-543-9800 |
| Remit to Email: | dgrace@easternwaste.com |

**ATTACHMENT A**
*(Page 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services
# MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023 by: Angelo Maezano
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218646
EXPIRES: March 9, 2026
(NOTARY SEAL)

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR 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. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: City of Pembroke Pines
   ADDRESS: 8300 South Palm Drive Pembroke Pines, FL 33025
   CONTACT NAME & TITTLE: Rose Colombo, Administrative Supervisor
   TELEPHONE: 954-518-9060
   E-MAIL (REQUIRED): rcolombo@ppines.com
   CONTRACT PERIOD: FROM: 9 years TO: Current

2. ENTITY/COMPANY NAME: City of Pompano Beach
   ADDRESS: 100 West Atlantic Boulevard Pompano Beach, FL 33060
   CONTACT NAME & TITTLE: Russell Ketchem, Solid Waste Manager
   TELEPHONE: 954-786-4030
   E-MAIL (REQUIRED): russell.ketchem@copbfl.com
   CONTRACT PERIOD: FROM: 15 years TO: Current

3. ENTITY/COMPANY NAME: City of Miami Beach
   ADDRESS: 140 MacArthur Causeway Miami Beach, FL 33139
   CONTACT NAME & TITTLE: Brad Kaine, Sanitation Director
   TELEPHONE: 305-234-4262
   E-MAIL (REQUIRED): bradfordkaine@miamibeachfl.gov
   CONTRACT PERIOD: FROM: 5 years TO: Current

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**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: Angelo Marzano
*(print individual's name and title)*

for: Eastern Waste Systems, Inc.
*(print name of entity submitting sworn statement)*

whose business address is: 1660 NW 19th Ave. Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is: 16-1678370.

*(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,

**ATTACHMENT C**

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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).

X 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.**

**STATE:** **FLORIDA**
**COUNTY:** Broward

**Sworn to (or affirmed) and subscribed before me this** 19 **day of** October, 2023 **by:** Angelo Maezano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026
(NOTARY SEAL)

*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

**Personally Known** ✓ ____ ***OR*** **Produced Identification** ____

**Type of Identification Produced** ____

Signature

**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: Angelo Marzano
*(print individual's name and title)*

for: Eastern Waste Systems, Inc.
*(print name of entity submitting sworn statement)*

whose business address is: 1660 NW 19th Ave. Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is: 16-1678370
*(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: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of February, 2023, by: Angelo Marzano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026
(NOTARY SEAL)

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, Angelo Marzano, 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:

16-1678370
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Eastern Waste Systems, Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

1660 NW 19th Ave. Pompano Beach, FL 33069
Street Address City State

Florida 7/21/2003
State and Date of Incorporation:

Signature of Affiant — Date: 10/19/23

Angelo Marzano
Print Name — Date: 10/19/23

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023 by: Angelo Marzano.
Name of person making statement

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026
NOTARY SEAL

Dana Grace
Signature of Notary Public - State of Florida

Dana Grace
Name of Notary Typed, Printed, or Stamped

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced ____

NOT APPLICABLE

## 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 form 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 in 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

Eastern Waste Systems, Inc.
PROPOSER'S LEGAL NAME

# ATTACHMENT G

Meeting Date: 01/09/2024 Item #27.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Eastern Waste Systems, Inc.

2 Business name/disregarded entity name, if different from above
Eastern Waste Systems, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
1660 NW 19th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pompano Beach, Florida 33069

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

**or**

**Employer identification number**
1 6 – 1 6 7 8 3 7 0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ▶ [signature] **Date** ▶ 10/19/23

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## 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, *later.*

## 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:

1. 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.
2. 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.faia.com, 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 submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Insurance@cooperCity.gov.

**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 |
|---|---|---|
| Angelo Marzano | 1660 NW 19th Ave. Pompano Beach, FL 33069 | 33 % |
| Michael Marzano | 1660 NW 19th Ave. Pompano Beach, FL 33069 | 33 % |
| Dominick Marzano | 1660 NW 19th Ave. Pompano Beach, FL 33069 | 33 % |

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:

Damon Stinson, Contract Administrator 1660 NW 19th Ave. Pompano Beach, FL 33069

Signature of Affiant

Angelo Marzano
Print Name

10/19/23
Date

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023 by: Angelo Marzano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218848
EXPIRES: March 9, 2026
(NOTARY SEAL)

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*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**)

Eastern Waste Systems, Inc.

1. 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.
2. 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. 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.
5. 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.
6. 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

Angelo Marzano

Print Name

10/19/23

Date

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October 2023 by: Angelo Marzano
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218846
(NOTARY SEAL) EXPIRES March 9, 2026

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

## ATTACHMENT K

## EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Angelo Marzano of Eastern Waste Systems, Inc., 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

Angelo Marzano

Print Name

10/19/23

Date

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023, by: Angelo Marzano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026
NOTARY PUBLIC STATE OF FLORIDA

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT L**

# Scrutinized Companies Affidavit

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Angelo Marzano, on behalf of, Eastern Waste Systems, Inc.
Print Name and Title — Company Name

certify that Eastern Waste Systems, Inc. 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.

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October 2023 by: Angelo Marzano
Name of person making statement

Dana Grace
Signature of Notary Public - State of Florida

(NOTARY SEAL)

Dana Grace
Name of Notary Typed, Printed, or Stamped

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Eastern Waste Systems, Inc.
COMPANY NAME

Angelo Marzano, Pres.
PRINT NAME & TITLE

SIGNATURE

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026

## ATTACHMENT M

## NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the President Director [Insert Title] of Eastern Waste Systems, Inc. [Insert Company Name] with a

a. local office in Pompano Beach, FL and principal office in Pompano Beach, FL.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. 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.

5. 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 restraints 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 of Affiant

Angelo Marzano, President
Printed Name & Title of Affiant

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October 2023 by: Angelo Marzano
*Name of person making statement*

Dana Grace
*Signature of Notary Public - State of Florida*

(NOTARY SEAL)

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced ____

**ATTACHMENT N**
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

***TO BE RETURNED WITH PROPOSAL***

Project Name: Solid Waste Removal Services

Project No.: 2023-2-PW

1. Definitions:

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

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

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

2. 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:

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

b) All persons (including sub vendors/subconsultants/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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**
**(Page 2 of 2)**

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the 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 1 year after the date of termination.

| |
|---|
| Company Name:<br>Eastern Waste Systems, Inc. |
| Authorized Signature: |
| Print Name: Angelo Marzano |
| Title<br>President Director |
| Date:<br>10/19/2023 |
| Phone:<br>954-543-9800 |

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023 by: Angelo Marzano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218848
(NOTARY SEAL) EXPIRES: MARCH 2, 2026

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

# Insurance, Addenda Acknowledgement, and Supplemental Documentation

# CERTIFICATE OF LIABILITY INSURANCE

10/16/2023

**Producer:** Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

| Insurers Affording Coverage | | NAIC # |
|---|---|---|
| Insurer A: | Lion Insurance Company | 11075 |
| Insurer B: | | |
| Insurer C: | | |
| Insurer D: | | |
| Insurer E: | | |

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

**Coverages**

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. Aggregate limits shown may have been reduced by paid claims.

| INSR LTR | ADDL INSRD | Type of Insurance | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date(MM/DD/YY) | Limits | |
|---|---|---|---|---|---|---|---|
| | | **GENERAL LIABILITY**<br>☐ Commercial General Liability<br>☐ Claims Made ☐ Occur<br>General aggregate limit applies per:<br>☐ Policy ☐ Project ☐ LOC | | | | Each Occurrence | $ |
| | | | | | | Damage to rented premises (EA occurrence) | $ |
| | | | | | | Med Exp | $ |
| | | | | | | Personal Adv Injury | $ |
| | | | | | | General Aggregate | $ |
| | | | | | | Products - Comp/Op Agg | $ |
| | | **AUTOMOBILE LIABILITY**<br>☐ Any Auto<br>☐ All Owned Autos<br>☐ Scheduled Autos<br>☐ Hired Autos<br>☐ Non-Owned Autos | | | | Combined Single Limit (EA Accident) | $ |
| | | | | | | Bodily Injury (Per Person) | $ |
| | | | | | | Bodily Injury (Per Accident) | $ |
| | | | | | | Property Damage (Per Accident) | $ |
| | | **EXCESS/UMBRELLA LIABILITY**<br>☐ Occur ☐ Claims Made<br>☐ Deductible | | | | Each Occurrence | |
| | | | | | | Aggregate | |
| A | | **Workers Compensation and Employers' Liability**<br>Any proprietor/partner/executive officer/member excluded? **NO**<br>If Yes, describe under special provisions below. | WC 71949 | 01/01/2023 | 01/01/2024 | X WC Statutory Limits ☐ OTHER | |
| | | | | | | E.L. Each Accident | $1,000,000 |
| | | | | | | E.L. Disease - Ea Employee | $1,000,000 |
| | | | | | | E.L. Disease - Policy Limits | $1,000,000 |
| Other | | | **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616** | | | | |

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 93-67-610

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Eastern Waste Systems, Inc.**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

**Project Name:** RFP 2023-2-PW

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF COOPER CITY, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS. ISSUE 10-16-23 (PH)

**Begin Date: 12/28/2015**

**CERTIFICATE HOLDER**

CITY OF COOPER CITY

9090 SW 50TH PL
COOPER CITY, FL 33328

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** WC 00 03 13

(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**CITY OF COOPER CITY**

**9090 SW 50TH PL**
**COOPER CITY, FL 33328**

ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS.

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.**

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insured: South East Personnel Leasing, Inc.
Insurance Company: Lion Insurance Co.
Policy #: WC 71949
Effective: 01/01/2023 - 01/01/2024
Client: Eastern Waste Systems, Inc.

Countersigned by: _____

**WC 00 03 13**
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: SES1540267 03

**COMMERCIAL GENERAL LIABILITY**
**CG 24 04 05 09**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| All persons or organizations where required by written contract with the Named Insured |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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POLICY NUMBER: SES1540267 05

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Blanket | Florida |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| All persons or organizations where written contract with the Named Insured requires completed operations coverage. This form does not apply to your work on "residential property". | Trash Hauler |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: SES1540267 05

**COMMERCIAL GENERAL LIABILITY**
**NX GL 009 08 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Third Party: |
| --- |
| All persons or organizations where required by written contract with the Named Insured |

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph **4.** of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.



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POLICY NUMBER: MIW-BUR21C027-066

**COMMERCIAL AUTO**
**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Royal Flush, LLC & Eastern Waste Systems, Inc.

**Endorsement Effective Date:** 01/18/2023

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| **Any entity with whom you have a written agreement requiring that entity to be named additional insured** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.


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POLICY NUMBER: MIW-BUR21C027-066

**COMMERCIAL AUTO**
**CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured:** Royal Flush, LLC & Eastern Waste Systems, Inc. |
| **Endorsement Effective Date:** 01/18/2023 |

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| Any entity for whom the insured is operating under a written contract when such contract requires a waiver of subrogation |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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CITY OF
Cooper City
Someplace Special

# Addendum #1 - CLARIFICATIONS

(Issued Friday, October 13, 2023)

## RFP 2023-2-PW, Solid Waste Removal Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: Is C&D exclusive to this contract?*

Answer 1: Yes, it is exclusive.

---

*Question 2: Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?*

Answer 2: Please see Section 3.19.

---

*Question 3: What is the projected growth for the city in terms of:*

- *Single-family homes*
- *Multi-family buildings*
- *Commercial developments*

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

---

*Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?*

Answer 4: No.

---

*Question 5: Can city provide current residential rates?*

Answer 5: The current residential rate per single family unit charged by current provider is $33.81, including disposal.

---

*Question 6: Can city provide a past utility bill showing the current residential rate?*

Answer 6: No.

---

*Question 7: Under Section 5.6.11 Education Services, the section references the ability of the City to award a separate contract for bulk Services. Will the City accept a proposal in response to the RFP for the collection of bulk and yard waste ONLY as referenced in the aforementioned section, so long as all other provisions required in the RFP are satisfied?*

Answer 7: **1.9.1** 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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

---

*Question 8: How many pricing forms need to be submitted and should they all be in sealed envelope?*

Answer 8: THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR "RFP 2023-2-PW ,Solid Waste Removal Services". Please include a sealed pricing form for each submittal.

---

*Question 9: Does every proposal hard copy and digital copy require a sealed cost envelope?*

Answer 9: See above response.

---

*Question 10: Is there a bid bond form?*

Answer 10: See attachment T (Bond Form(s)).

---

*Question 11: Referencing 5.3 Definitions, Section 5.3.1.6. Would landscaper-generated bulk fall within the guidelines given by this clause?*

Answer 11: Any yard waste materials generated from a property, and placed to the curb, are eligible for service as long as it is within the CY (cubic yard) limitation.

---

*Question 12: Is the contractor required to provide all new carts at commencement of the contract. If so, who retains ownership of the carts at its conclusion?*

Answer 12: Please refer to section 5.6.2.

---

*Question 13: Please confirm annual bond form will be allowed to be used based on the language in the RFP the bond where it does reference annual form is allowed with annual documentation (continuation certificate) OR if the bond form included in the RFP will just be written for one-year?*

Answer 13: Please refer to Section 4.4 Bonds

---

*Question 14: Is the City going to offer a virtual option to attend this mornings pre-bid meeting for the above referenced bid. If so, please provide the link.*

Answer 14: Pre-bid meeting has passed.

*Question 15: Given the concerns over long-term cost stability and the aim for accurate adjustments reflective of economic changes, would the City of Cooper consider adopting a standard CPI table using Series Id: CUSR0000SEHG02 as a basis for pricing adjustments, rather than maintaining a fixed pricing mechanism?*

Answer 15: No.

*Question 16: Pg 18 3.30.3 Considering the significant capital investment required for the execution of this contract, would the City of Cooper be open to revisiting and potentially removing the 'Termination for Convenience' clause to ensure stability and financial assurance for both parties involved?*

Answer 16: No.

*Question 17: page 7 - 1.9.7 Will the City Consider a mutual consent clause AND negotiated terms?*

Answer 17: No.

*Question 18: Page 8 P-Card, will the City Consider an ACH form of payment? If not, pricing will need to cover our fees.*

Answer 18: Please refer to Section 1.10.

*Question 19: Pg 13. Scope of service Given the substantial financial investment involved, estimated in millions of dollars, and recognizing that most, if not all, industry leaders would hesitate to participate if they lacked confidence in their ability to perform, would the City of Cooper consider eliminating Section 3.17, the Service Test Period?*

Answer 19: No

*Question 20: Pg. 7 sect 1.9.3 please clarify the city's intent on this section?*

Answer 20: Section 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 Bidder, 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.

*Question 21: Pg. 14 Can the City Clarify the intent on pg. 14, regarding the non-excusive clause?*

Answer 21: 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.

*Question 22: What is the Current residential collection per unit rate without any disposal cost or franchise fee cost?*

Answer 22: $23.57

*Question 23: Pg 10. Estimated Quantities, Is the Cities Intent to have Bulk Services awarded separately, recycling separately? Solid waste Separately?*

Answer 23: See response to Question 7.

*Question 24: Pg 13. Are contractor performance reviews conducted monthly, quarterly, or annually? Alternatively, is the aim to evaluate performance primarily for a potential renewal option after the 7-year period?*

Answer 24: Likely perform the initial review in the first 6 months, and annually thereafter.

*Question 25: Pg 14 please clarify 3.22 Non-exclusive? Please clarify this section.*

Answer 25: See response to Question 21.

*Question 26: Pg 34 Will the city Consider providing the house count monthly?*

Answer 26: No.

*Question 27: Pg.66 Damage to Property Will the City consider adding provisions to ensure that a company cannot be held responsible for damages or neglect that they did not directly cause?*

Answer 27: Please provide language for the city to consider.

*Question 28: Pg. 66 admin charges, Does the City maintain historical records of the administrative charges levied?*

Answer 28: No.

*Question 29: Pg 66 Based on Section 5.15, which suggests administrative charges for mixing yard waste with MSW, can infer that the City mandates the use of dedicated vehicles exclusively for the collection of yard waste carts. Is this the case?*

Answer 29: No.

*Question 30: Section 5.18 indicates that the franchise fee and the 3% admin cost should not be added as line items on the City's invoice but should instead be addressed with a separate check. However, there appears to be an inconsistency in the subsequent examples. To clarify, does the City prefer a distinct check specifically for these fees?*

Answer 30: Yes.

*Question 31: Section 1.9.7 mentions a 180-day extension at the existing rates, whereas Section 5.20 post-contractual obligations hint at a duration not exceeding 12 months. This suggests that the city could potentially secure a full year of services without revisiting the rate discussions. Could the City please provide clarity and ensure consistency regarding the maximum duration for which services can be extended at the agreed-upon rates?*

Answer 31: Section 5.20 POST CONTRACTUAL OBLIGATIONS has been revised:

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed ~~12 months~~ until the City establishes a new contract for services.

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #1 – Clarifications

To the following information:

Section 5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the City establishes a new contract for services.

**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:* Eastern Waste Systems, Inc.

*Print Name:* Angelo Marrano *Date:* 10/19/23

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #2 – Clarifications

CITY OF
Cooper City
Someplace Special

# Addendum #2 - CLARIFICATIONS

(Issued Friday, October 20, 2023)

## RFP 2023-2-PW, Solid Waste Removal Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: I am working on the Solid Waste Removal Services RFP and noticed that there are Performance Bond Forms but not Proposal or Bid Bond Forms? Are there any bid bond forms?*

Answer 1: Please note that while the City does not provide a specific bid bond form, proposers may obtain a bid bond form from their respective surety providers. Section 4.4.2 outlines the bid bond requirements and any necessary information regarding bid bond submission.

*Question 2: Section 3.21 – Would the City agree to add the following language: "Provided, however, the Proposer has no obligation to indemnify the City for its own negligent or wrongful conduct."*

Answer 2: No.

*Question 3: Section 3.23 – Would the City agree to add pandemics and storms to the list of Force Majeure events?*

Answer 3: No.

*Question 4: Would the City agree to make any termination for convenience rights in the agreement mutual as to both parties?*

Answer 4: No.

*Question 5: Section 3.35(d) – Would the City add "upon request of the City" before "shall be delivered"?*

Answer 5: No.

*Question 6: Section 5.5.7 – Would the City change "may" to "shall" be eligible for additional compensation?*

Answer 6: No.

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #2 – Clarifications

*Question 7: Article 3.1 Draft Agreement – Can "of both parties" be added after "consent and agreement"?*

Answer 7: Specimen Agreement, Article 3.1 has been revised:

**ARTICLE 3**
**TERM AND TERMINATION**

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement.

To the following information:
3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

---

*Question 8: Article 10.1.4 of Draft Agreement – Can "and upon request of City" be added after "Upon completion of the contract"?*

Answer 8: Please revisit Article 10.1.4 in the Specimen Agreement, more particularly the second sentence.

---

*Question 9: Article 7.1.4 of Draft Agreement – Please confirm this section can be removed as Professional liability insurance is not applicable and not required.*

Answer 9: Specimen Agreement, Article 7.1.4 has been revised:

7.1.4 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.

To the following information:
~~7.1.4 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.~~

---

*Question 10: Would the City consider amending provision 3.30.3 to read "at least one hundred and eighty (180) days prior to the effective date of such cancellation."*

Answer 10: Section Article 3.30.3 has been revised:

**3.30.3 Termination for Convenience**
The City reserves the right, in its best interest as determined by the City, to cancel this Agreement 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 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.

To the following information:
The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least ninety (90) 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 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.

---

*Question 11: Regarding section 5.7.1.j on page 52, can the City confirm if submitting a monthly report would be an acceptable alternative for meeting the requirements instead of the mandated 5-business-day service change communication window?*

Answer 11: Please refer to Section 5.7.1(J).

---

*Question 12: In reference to section 5.7.1.m on page 53, is the City open to removing the bolded text (from 'Regulation by Cooper City' to 'Contractor's rates')? If not, would the City permit the contractor to disseminate this information to customers via email or an additional page separate from the terms of the agreement?*

Answer 12: No, "Regulation by Cooper City" will not be removed. Yes, the City will permit the contractor to disseminate this information electronically, via email or as an additional page added to the agreement.

---

*Question 13: In the past 12 months, City Facilities have generated 55 pulls with 395 tons. Does the City anticipate this volume to remain consistent in the coming years?*

Answer 13: Please refer to Section 3.5 Estimated Quantities.

---

*Question 14: Can the City confirm the facility where the recycling materials are required to be delivered?*

Answer 14: Cooper City has a Recycables Processing Agreement with WM that directs volumes to 2380 College Avenue in Davie. WM has the right to direct materials to any of its 3 facilities in Broward County including Reuters Pembroke Pines and it's Sun facility in Deerfield Beach. See excerpt below:

**5. SERVICE:**
**Customer shall have the option to deliver Recyclables, at Customer's expense, to 2380 College Avenue Davie FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.**

---

*Question 15: Can the City confirm whether the price to be entered on the Cost Proposal Sheet for the residential rate should be the monthly rate per home, INCLUDING Franchise and Administrative Fees?*

Answer 15: Yes.

---

*Question 16: On the Cost Proposal Sheet, can the City confirm whether the 'Monthly Collection Fee Rate' for Commercial Waste in a 96-gallon container pertains to a service provided once per week? If not, could the City specify the figure that should be entered in the 'Monthly Collection Fee' field?*

Answer 16: Yes.

---

*Question 17: Is it the City's intent to change how the hauler is compensated for collection service of the 641 multifamily units currently serviced by frontload from a per-yard rate to a curbside residential per-unit rate?*

Answer 17: Yes.

---

*Question 18: Can the City clarify how the hauler will be compensated for the disposal of waste from the 641 multifamily units*

*currently serviced by front-load containers, given that the curbside per unit residential rate excludes disposal fees?*

Answer 18: Hauler should include any and all costs related to this service in their residential per-unit collection rate.

---

*Question 19: Section 1.9.1 AWARD OF CONTRACT*

*Is the proposer required to submit pricing for all options regarding the bulk services in order to be responsible and responsive?*

Answer 19: No, please refer to Section 1.9.1(1).

---

**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:* [signature] *Company:* Eastern Waste Systems, Inc.

*Print Name:* Angelo Marzano *Date:* 10/20/23

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

Eastern Waste Systems, Inc.
1660 Northwest 19th Avenue
Pompano Beach, FL 33069

**SURETY:**
*(Name, legal status and principal place of business)*

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

**Mailing Address for Notices**

same as above

**OWNER:**
*(Name, legal status and address)*

City of Cooper, FL
9090 Southwest 50th Place
Cooper City, FL 33328

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:**

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Solid Waste Removal Services RFP 2023-2-PW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of October, 2023

*(Witness)*

Eastern Waste Systems, Inc.
*(Principal)* *(Seal)*

*(Title)* Pres.

*(Witness)*

Great Midwest Insurance Company
*(Surety)* *(Seal)*

*(Title)* Kevin Wojtowicz, Attorney-in-Fact

**POWER OF ATTORNEY**

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

**GREAT MIDWEST INSURANCE COMPANY**

BY Hank W. Haushill

Mark W. Haushill
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY

Christina Bishop
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 23rd Day of October, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY

Leslie K. Shaunty
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

1704

**ATTACHMENT A**

*(Page 6 of 6)*

# COST PROPOSAL SHEET
# FOR
# Solid Waste Removal Services
## MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

**Notes:**
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

Eastern Waste Systems, Inc.
Angelo Marzano, PD

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of October, 2023 by: Angelo Marzano.
*Name of person making statement*

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026
(NOTARY SEAL)

Dana Grace
*Signature of Notary Public - State of Florida*

Dana Grace
*Name of Notary Typed, Printed, or Stamped*

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced_____

*Annual costs will be calculated by [Monthly costs x total units x 12 months]*

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) |
|---|---|---|---|---|---|---|---|---|
| Residential Garbage (Price Per Unit, Per Month) | 10919 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |
| Residential Recycling (Price Per Unit, Per Month) | 10919 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) |
|---|---|---|---|---|---|---|---|---|
| Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) | 10919 | $ 3.56 | $ 3.74 | $ 3.93 | $ 4.13 | $ 4.33 | $ 4.55 | $ 4.78 |
| **OPTION A** Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) | 10919 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **OPTION B**<br>**Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month)** | **10919** | $ 3.63 | $ 3.81 | $ 4.00 | $ 4.20 | $ 4.41 | $ 4.63 | $ 4.87 |
| **OPTION C**<br>**Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)** | **10919** | $ 4.13 | $ 4.33 | $ 4.55 | $ 4.78 | $ 5.02 | $ 5.27 | $ 5.53 |
| **Additional Bulk Service at Customer's Expense (Price Per cubic yard)** | **1000** | $ 15.00 | $ 15.75 | $ 16.54 | $ 17.36 | $ 18.23 | $ 19.14 | $ 20.10 |
| **Emergency Bulk Service (Hourly Rate includes Truck and Driver)** | **1** | $ 150.00 | $ 157.50 | $ 165.38 | $ 173.64 | $ 182.33 | $ 191.44 | $ 201.01 |

*Annual costs will be calculated by [Monthly costs x total units x 12 months]*

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP**

| | Commercial Cart- Year 1 | |
|---|---|---|
| | Unit Count | Monthly Collection Fee |
| **Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart** | **1** | NO BID |
| **Extra Service (Upon Request) Per Dump** | **1** | Extra Service Collection Fee (Per Dump) |
| **Ancillary Services** | | NO BID |
| | | **Fee per Service per Month** |
| **Rollout/Rollback** | | **No Charge** |
| **Cart Delivery, Removal, Exchange or Repair** | | **No Charge** |

| | Commercial Mechanical Container (Non-Compac | |
|---|---|---|
| | Unit Count (In Cubic Yards) * | Monthly Collection Fee (Per Cubic Yard) |
| **Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)** | **10145** | NO BID |

| | | |
|---|---|---|
| Extra Service (Upon Request) Per Dump | 80 | Extra Service Collection Fee (Per Cubic Yard)<br>NO BID |
| Ancillary Services | | |
| Rollout Fee/Rollback + | 91 | Fee per Service per Month +<br>NO BID |
| Locking Mechanism | 24 | Fee per Container Equipped per Month<br>NO BID |
| Castors | 40 | Fee per Container Equipped per Month<br>NO BID |
| Overflowing Container- Overage Fee | 100 | Overage Fee per Cubic Yard<br>NO BID |
| Mechanical Container Delivery, Repair, Exchange or Removal | No Charge | No Charge |

* Actual Cubic Yards/Month based on current service schedule

+ Monthly rate calculated using 4.33 weeks per month

| Commercial Compacting Container- Year | | |
|---|---|---|
| | Unit Count (In Cubic Yards) * | Per Cubic Yard (Collection) |
| **Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)** | **113** | |
| | | Extra Service Collection Fee (Per Cubic Yard) |
| **Extra Service (Upon Request) Per Cubic Yard Compactors** | **9** | |

**DOCUMENT**

| Monthly Disposal Fee | Total per Month (Per Cart, Per Service Day) | | Monthly Collection Fee YEAR 2 |
|---|---|---|---|
| NO BID | NO BID | **Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart** | NO BID |
| Extra Service Disposal Fee (Per Dump) | **Total Fee for Extra Service Collection (Per Dump)** | **Extra Service (Upon Request) Per Dump** | Extra Service Collection Fee (Per Dump) **YEAR 2** |
| NO BID | **NO BID** | **Ancillary Services** | |
| | | | **Fee per Service per Month YEAR 2** |
| | | **Rollout/Rollback** | **No Charge** |
| | | **Cart Delivery, Removal, Exchange or Repair** | **No Charge** |

| **tion) Year 1** | | | |
|---|---|---|---|
| Monthly Disposal Fee (Per Cubic Yard) | **Total Monthly Fee per Cubic Yard** | | Monthly Collection Fee (Per Cubic Yard) **Year 2** |
| NO BID | NO BID | **Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)** | NO BID |

| Extra Service Disposal Fee (Per Cubic Yard) | **Total Fee for Extra Service Collection (Per Cubic Yard)** |
|---|---|
| NO BID | NO BID |

| | Extra Service Collection Fee (Per Cubic Yard) **Year 2** |
|---|---|
| **Extra Service (Upon Request) Per Cubic Yard** | NO BID |
| **Ancillary Services** | |
| | **Fee per Service per Month Year 2 +** |
| **Rollout Fee/Rollback +** | NO BID |
| | **Fee per Container Equipped per Month Year 2** |
| **Locking Mechanism** | NO BID |
| | **Fee per Container Equipped per Month Year 2** |
| **Castors** | NO BID |
| | **Overage Fee per Cubic Yard Year 2** |
| **Overflowing Container- Overage Fee** | NO BID |
| **Mechanical Container Delivery, Repair, Exchange or Removal** | **No Charge** |

| 1 | | | |
|---|---|---|---|
| Per Cubic Yard (Disposal) | **Total per Cubic Yard** | **Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)** | Monthly Collection Fee (Per Cubic Yard) **Year 2** |
| | | | |
| Extra Service Disposal Fee (Per Cubic Yard) | **Total Fee for Extra Service Collection (Per Cubic Yard)** | **Extra Service (Upon Request) Per Cubic Yard Compactors** | Extra Service Collection Fee (Per Cubic Yard) **Year 2** |
| | | | |

**Commercial Cart Years 2-7**

| Monthly Collection Fee **YEAR 3** | Monthly Collection Fee **YEAR 4** | Monthly Collection Fee **YEAR 5** | Monthly Collection Fee **YEAR 6** | Monthly Collection Fee **YEAR 7** |
|---|---|---|---|---|
| NO BID | NO BID | NO BID | NO BID | NO BID |

| Extra Service Collection Fee (Per Dump) **YEAR 3** | Extra Service Collection Fee (Per Dump) **YEAR 4** | Extra Service Collection Fee (Per Dump) **YEAR 5** | Extra Service Collection Fee (Per Dump) **YEAR 6** | Extra Service Collection Fee (Per Dump) **YEAR 7** |
|---|---|---|---|---|
| | | | | |
| **Fee per Service per Month YEAR 3** | **Fee per Service per Month YEAR 4** | **Fee per Service per Month YEAR 5** | **Fee per Service per Month YEAR 6** | **Fee per Service per Month YEAR 7** |
| **No Charge** | **No Charge** | **No Charge** | **No Charge** | **No Charge** |
| **No Charge** | **No Charge** | **No Charge** | **No Charge** | **No Charge** |

**Commercial Mechanical Container (Non-Compaction) Years 2-7**

| Monthly Collection Fee (Per Cubic Yard) **Year 3** | Monthly Collection Fee (Per Cubic Yard) **Year 4** | Monthly Collection Fee (Per Cubic Yard) **Year 5** | Monthly Collection Fee (Per Cubic Yard) **Year 6** | Monthly Collection Fee (Per Cubic Yard) **Year 7** |
|---|---|---|---|---|
| NO BID | NO BID | NO BID | NO BID | NO BID |

| Extra Service Collection Fee (Per Cubic Yard) **Year 3** | Extra Service Collection Fee (Per Cubic Yard) **Year 4** | Extra Service Collection Fee (Per Cubic Yard) **Year 5** | Extra Service Collection Fee (Per Cubic Yard) **Year 6** | Extra Service Collection Fee (Per Cubic Yard) **Year 7** |
|---|---|---|---|---|
| NO BID | NO BID | NO BID | NO BID | NO BID |
| | | | | |
| **Fee per Service per Month Year 3 +** | **Fee per Service per Month Year 4 +** | **Fee per Service per Month Year 5 +** | **Fee per Service per Month Year 6 +** | **Fee per Service per Month Year 7 +** |
| NO BID | NO BID | NO BID | NO BID | NO BID |
| **Fee per Container Equipped per Month Year 3** | **Fee per Container Equipped per Month Year 4** | **Fee per Container Equipped per Month Year 5** | **Fee per Container Equipped per Month Year 6** | **Fee per Container Equipped per Month Year 7** |
| NO BID | NO BID | NO BID | NO BID | NO BID |
| **Fee per Container Equipped per Month Year 3** | **Fee per Container Equipped per Month Year 4** | **Fee per Container Equipped per Month Year 5** | **Fee per Container Equipped per Month Year 6** | **Fee per Container Equipped per Month Year 7** |
| NO BID | NO BID | NO BID | NO BID | NO BID |
| **Overage Fee per Cubic Yard Year 3** | **Overage Fee per Cubic Yard Year 4** | **Overage Fee per Cubic Yard Year 5** | **Overage Fee per Cubic Yard Year 6** | **Overage Fee per Cubic Yard Year 7** |
| NO BID | NO BID | NO BID | NO BID | NO BID |
| **No Charge** | **No Charge** | **No Charge** | **No Charge** | **No Charge** |

| Commercial Compacting Container Years 2-7 | | | | |
|---|---|---|---|---|
| Monthly Collection Fee (Per Cubic Yard) **Year 3** | Monthly Collection Fee (Per Cubic Yard) **Year 4** | Monthly Collection Fee (Per Cubic Yard) **Year 5** | Monthly Collection Fee (Per Cubic Yard) **Year 6** | Monthly Collection Fee (Per Cubic Yard) **Year 7** |
| | | | | |
| Extra Service Collection Fee (Per Cubic Yard) **Year 3** | Extra Service Collection Fee (Per Cubic Yard) **Year 4** | Extra Service Collection Fee (Per Cubic Yard) **Year 5** | Extra Service Collection Fee (Per Cubic Yard) **Year 6** | Extra Service Collection Fee (Per Cubic Yard) **Year 7** |
| | | | | |

***Annual costs will be calculated by [Monthly costs x total units x 12 months]***

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Rolloff Open Top (Non-Compaction)- Year 1 | | | |
|---|---|---|---|
| | Per Service Haul Fee **Year 1** | Monthly Maintenance Fee **Year 1** | Per Service Haul Fee **Year 2** |
| **Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)** | NO BID | NO BID | NO BID |

| Ancillary Services | | | |
|---|---|---|---|
| | Fee Per Action **Year 1** | Fee Per Action **Year 2** | Fee Per Action **Year 3** |
| **Relocation Fee (No Dump)** | NO BID | NO BID | NO BID |
| **Delivery Fee** | **No Charge** | | |

| Rolloff Compactor- Year 1 | | | |
|---|---|---|---|
| | Per Service Haul Fee **Year 1** | Per Service Haul Fee **Year 2** | Per Service Haul Fee **Year 3** |
| **Any Sized Rolloff Compactor (Disposal Charged Based on Actual Disposal Cost)** | NO BID | NO BID | NO BID |

| Rolloff Open Top (Non-Compaction) Years 2-7 | | | | |
|---|---|---|---|---|
| Monthly Maintenance Fee **Year 2** | Per Service Haul Fee **Year 3** | Monthly Maintenance Fee **Year 3** | Per Service Haul Fee **Year 4** | Monthly Maintenance Fee **Year 4** |
| NO BID | NO BID | NO BID | NO BID | NO BID |

| Fee Per Action **Year 4** | Fee Per Action **Year 5** | Fee Per Action **Year 6** | Fee Per Action **Year 7** |
|---|---|---|---|
| NO BID | NO BID | NO BID | NO BID |

| Rolloff Compactor Years 2-7 | | | |
|---|---|---|---|
| Per Service Haul Fee **Year 4** | Per Service Haul Fee **Year 5** | Per Service Haul Fee **Year 6** | Per Service Haul Fee **Year 7** |
| NO BID | NO BID | NO BID | NO BID |

| Per Service Haul Fee **Year 5** | Monthly Maintenance Fee **Year 5** | Per Service Haul Fee **Year 6** | Monthly Maintenance Fee **Year 6** | Per Service Haul Fee **Year 7** | Monthly Maintenance Fee **Year 7** |
|---|---|---|---|---|---|
| NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |

# BEST-AND-FINAL OFFER

***Annual costs will be calculated by [Monthly costs x total units x 12 months]***

**NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT**

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) | FIRST TERM TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **Residential Garbage (Price Per Unit, Per Month)** | **10919** | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | #VALUE! |
| **Residential Recycling (Price Per Unit, Per Month)** | **10919** | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | #VALUE! |

| Service Provided | Unit Count | Year 1 Unit Price (Per Month) | Year 2 Unit Price (Per Month) | Year 3 Unit Price (Per Month) | Year 4 Unit Price (Per Month) | Year 5 Unit Price (Per Month) | Year 6 Unit Price (Per Month) | Year 7 Unit Price (Per Month) | FIRST TERM TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month)** | **10919** | $ 3.56 | $ 3.74 | $ 3.93 | $ 4.13 | $ 4.33 | $ 4.55 | $ 4.78 | 3802433 |
| **OPTION A Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month)** | **10919** | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **OPTION B** **Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month)** | **10919** | $ 3.33 | $ 3.49 | $ 3.67 | $ 3.85 | $ 4.05 | $ 4.25 | $ 4.46 | 3550859 |
| **OPTION C** **Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)** | **10919** | $ 3.15 | $ 3.30 | $ 3.47 | $ 3.64 | $ 3.82 | $ 4.02 | $ 4.22 | 3356937 |
| **Additional Bulk Service at Customer's Expense (Price Per cubic yard)** | **1000** | $ 15.00 | $ 15.75 | $ 16.54 | $ 17.36 | $ 18.23 | $ 19.14 | $ 20.10 | 1465440 |
| **Emergency Bulk Service (Hourly Rate includes Truck and Driver)** | **1** | $ 150.00 | $ 157.50 | $ 165.38 | $ 173.64 | $ 182.33 | $ 191.44 | $ 201.01 | 14655.6 |

# EASTERN WASTE SYSTEMS, INC.

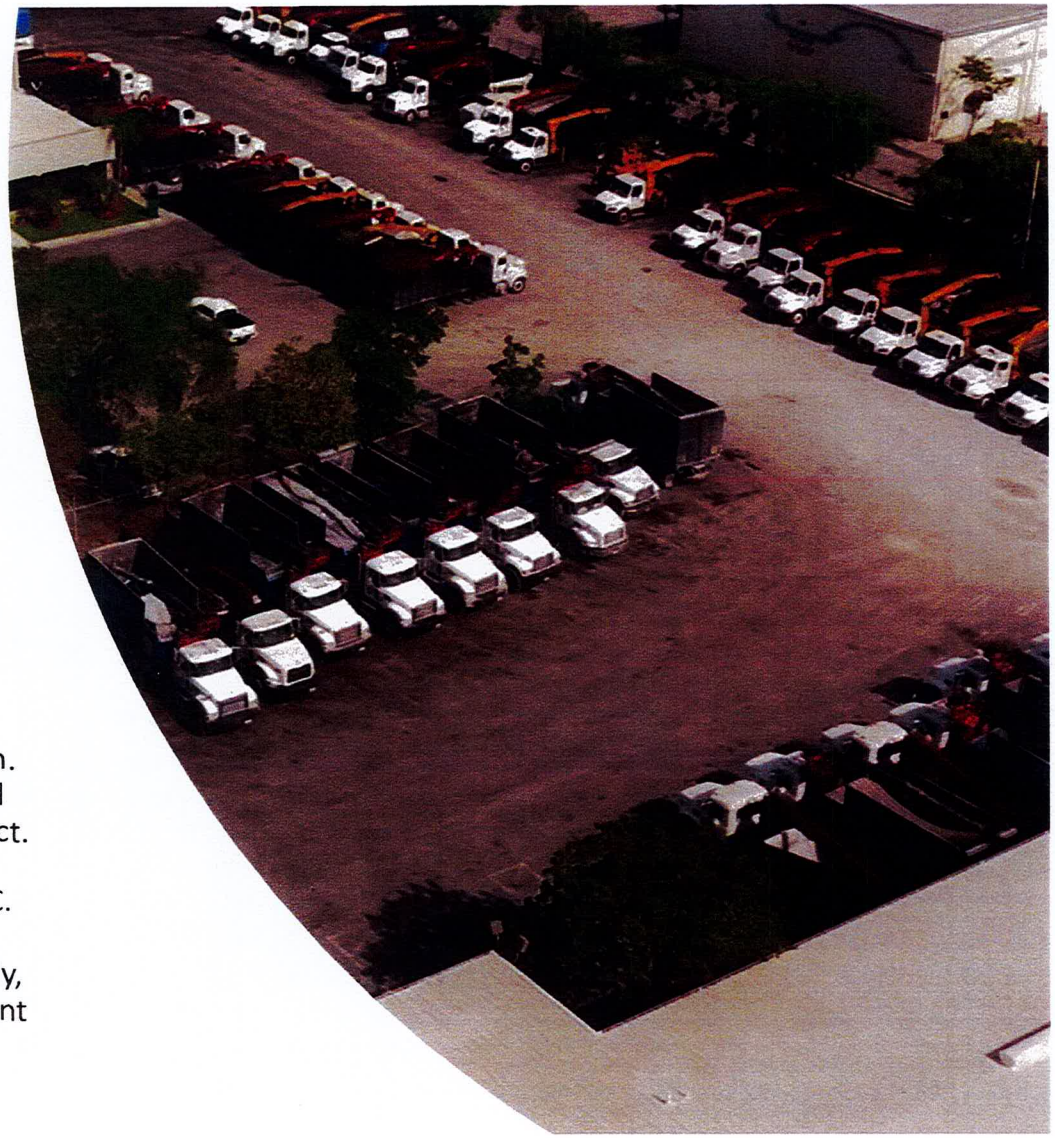
Presentation to the City of Cooper City Evaluation Committee

for RFP # 2023-2-PW "Solid Waste Removal Services"

November 8, 2023

1:00 p.m. EST

# COMPANY OVERVIEW



- Founded in 2003, EWS provides waste collection services specializing in residential bulk, yard waste and storm/disaster generated debris.
- EWS is a preferred vendor for hauling companies and municipalities throughout southeast Florida, regularly serving over 100,000 residential homes in Palm Beach, Broward and Miami-Dade Counties **including** the City of Cooper City.
- EWS is headquartered at 1660 NW 19th Ave. in Pompano Beach. This location is centrally located within Broward County and will conveniently serve as the base for operations under this contract.
- The officers of the company are Angelo Marzano, PD; Michael C. Marzano TD; and Dominick Marzano, SD. Angelo and Dominick were raised in Cooper City and residents for 20-years. Financially, the company is sound and possesses all the necessary equipment and personnel to provide debris collection within the scope of services required by the City of Cooper City.

# QUALIFICATIONS

- Since 2003, EWS has specialized in the Scope of Services outlined in the RFP. Over that time, EWS developed a niche collection service that meets the demands for bulk collection in the South Florida Market as evidenced by EWS being the subcontractor in Cooper City.
- Locally owned and operated, EWS **OWNS** a fleet of over 90 collection and supervisory vehicles, debris management equipment, and operational supplies all stored and maintained on-site at its corporate headquarters in Pompano Beach, Florida.
- Over eighty (80) full-time Commercially Licensed Drivers collect bulk and vegetative waste weekly from hundreds of thousands of homes in South Florida, including the City of Cooper City.
- EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field.
- EWS is fully licensed to push, haul, collect, manage and dispose of emergency storm debris if necessary.
- The City of Pembroke Pines awarded EWS the bulk collection services in a separate award that started on January 1, 2022.

# CUSTOMER SERVICE

- EWS has been collecting bulk and vegetative debris as a subcontractor in the City of Cooper City for over 7 years. **No other proposer has more experience**:

- Qualified, Experienced operators that know the City, its streetscapes and tree canopies.
- Our supervisor and employees have developed a rapport with the residents and their needs.

- Daniel Sementilli is our current, dedicated full-time Route Manager in the City of Cooper City and will maintain those dedicated responsibilities, his email and cell phone will be available to the City 24/7. Daniel will be supported by our Operations Manager, Gerald Walker.
- EWS makes an administrative staff available 6 days per week with live, local customer service representatives available from 8 am to 5 pm daily and on Saturday from 8 am to 2 pm. Our staff is fully equipped to handle any residents needs. Our local phone number is 954-543-9800, and electronic requests are handled by our email and TracEz customer service software all available at www.easternwaste.com. We will design a specific page for Cooper City and make links available for the City to incorporate on its own website.

# COMPANY UNDERSTANDING OF THE CITY OF COOPER CITY

- Since 2015, EWS has performed bulk and yard waste collection as a subcontractor of Waste Management in the City of Cooper City, successfully **working in tandem with the solid waste and recycling routes**.
- Our Route Manager and Operations Manager have significant experience in both collecting and managing the bulk and yard waste collection routes within the City of Cooper City.
- EWS will supply the City with all the assets and employees needed to perform under the terms and conditions of RFP # 2023-2-PW. In the event of an emergency, all EWS assets dedicated to the City for regular bulk collection will be available for disaster debris collection.
- Every month EWS operates within the City performing residential bulk collection, and has vast experience in managing fluctuations in volumes, maneuvering challenging residential areas of the City, and much needed preparation required in advance of an emergency declaration.

# FINANCIAL RESOURCES

- EWS maintains its financial disclosures in accordance with state statutes in solicitations where it is competing against its customers. No specific financial records were required in RFP 2023-2-PW.
- EWS is sound financially and will make any and all financial records available to the City upon request.
- EWS is fully bonded and guaranteed under the terms and conditions of RFP 2023-2-PW
- EWS meets all the financial requirements of RFP 2023-2-PW, including all terms and conditions of Section 3.16, Demonstration of Competency. EWS will gladly provide any information requested under Section 4.12 of the RFP.
- Please see the attached letter of Financial Stability provided by Anthony Viola, Senior Partner at KVLSM Certified Public Accountants and Advisors.

KVLSM
Certified Public Accountants and Advisors
www.kvlsmcpa.com

Michael D. Katz, CPA, ATA
*Managing Partner*
Eliot H. Lebenhart, CPA
*Partner*
Jay Lipner, CPA
*Partner*
Kenneth Lipner, CPA
*Partner*
Robert J. Mauro, CPA
*Partner*
Randy Sofferman, CPA
*Partner*
Anthony J. Viola, CPA
*Partner*
Alexandra L. Starr, CPA
*Partner*

November 6, 2023

Re: Eastern Waste Systems Inc.; City of Cooper City

To Whom It May Concern:

I am the accountant (CPA) for Eastern Waste Systems Inc. ("EWS") and I have been since the company's inception existence in July, 2003.

Based on my history of EWS, I can state that the company is a financially sound and a financially stable for-profit company.

All vendor bills get paid on a regular basis, with no issues that would be considered a red financial flag, as it relates to the business of EWS.

Please let me know if you have any questions. Please feel free to email me at aviola@kvlsmcpa.com if you need any additional information.

Very truly yours,

Anthony J. Viola, CPA
Senior Partner



415 Crossways Park Drive, Suite C, Woodbury, NY 11797 • Phone: 516.294.0400 • Fax: 516.938.0491

*Member: American Institute of Certified Public Accountants • New York State Society of Certified Public Accountants*

Meeting Date: 01/09/2024 Item #27.

**Eastern Waste Systems, Inc. Fleet List for RFP# 2023-2-PW**

| Truck #: | Year: | Make/Model: | GVW: | Truck #: | Year: | Make/Model: | GVW: |
|---|---|---|---|---|---|---|---|
| 97 | 2023 | RAM 5500 | | 624 | 2022 | MD7 42R | 33,000 |
| 401 | 2016 | Freightlinr M2106 | 33,000 | 625 | 2022 | MD7 42R | 33,000 |
| 402 | 2016 | Freightliner Chassis | 33,000 | 626 | 2022 | MD7 42R | 33,000 |
| 504 | 2006 | Peterbilt 335 | 66,000 | 627 | 2022 | MD7 42R | 33,000 |
| 507 | 2018 | Mack GU533 | 66,000 | 628 | 2022 | MD7 42R | 33,000 |
| 508 | 2017 | Freightliner M2-106 | 37,600 | 629 | 2022 | MD7 42R | 33,000 |
| 509 | 2017 | Freightliner M2-106 | 37,600 | 630 | 2020 | Mack 64BR-MHD | 54,000 |
| 510 | 2017 | Freightliner M2-106 | 37,600 | 631 | 2021 | Mack GR42F | 33,000 |
| 511 | 2017 | Freightliner M2-106 | 37,600 | 632 | 2020 | Mack GR64B | 66,000 |
| 512 | 2017 | Freightliner M2-106 | 37,600 | 633 | 2020 | Mack GR64B9 | 54,900 |
| 513 | 2018 | Freightliner M2-106 | 37,600 | 634 | 2020 | Mack GR42B9 | 33,000 |
| 514 | 2018 | Freightliner M2-106 | 37,600 | 635 | 2020 | Mack GR42B9 | 33,000 |
| 515 | 2018 | Freightliner M2-106 | 37,600 | 636 | 2020 | Mack GR42B9 | 33,000 |
| 516 | 2018 | Freightliner M2-106 | 37,600 | 637 | 2019 | Mack GR64B9 | 33,500 |
| 517 | 2018 | Freightliner M2-106 | 37,600 | 638 | 2019 | Mack GR42F9 | 33,000 |
| 518 | 2018 | Freightliner M2-106 | 37,600 | 639 | 2019 | Mack GR42F9 | 33,000 |
| 519 | 2018 | Freightliner M2-106 | 37,600 | 640 | 2020 | Mack GR42F9 | 33,000 |
| 520 | 2018 | Freightliner M2-106 | 37,600 | 641 | 2019 | Mack | 33,000 |
| 521 | 2018 | Freightliner M2-106 | 37,600 | 642 | 2019 | Mack | 54,000 |
| 522 | 2016 | Freightliner M2-106 | 37,600 | 643 | 2018 | Mack GU533 | 66,000 |
| 523 | 2016 | Freightliner M2-106 | 37,600 | 644 | 2017 | Mack GU533 | 66,000 |
| 524 | 2016 | Freightliner M2-106 | 37,600 | 645 | 2017 | Mack GU533 | 66,000 |
| 525 | 2017 | Freightliner M2-106 | 37,600 | 646 | 2017 | Mack GU533 | 66,000 |
| 526 | 2017 | Freightliner M2-106 | 37,600 | 647 | 2017 | Mack GU532 | 33,000 |
| 527 | 2017 | Freightliner M2-106 | 37,600 | 648 | 2017 | Mack GU532 | 33,000 |
| 528 | 2017 | Freightliner M2-106 | 37,600 | 649 | 2016 | Freightliner M2106 | 33,000 |
| 601 | 2023 | Mack GR64FT | 69,999 | 651 | 2016 | Freightliner Chassis | 33,000 |
| 602 | 2024 | Mack GR64FT | 70,000 | 652 | 2016 | Freightliner Chassis | 33,000 |
| 603 | 2024 | Mack GR64FT | 70,000 | 656 | 2015 | Peterbilt 337 | 33,000 |
| 604 | 2024 | Mack GR64FR | 70,000 | 657 | 2014 | Peterbilt 337 | 33,000 |
| 605 | 2023 | Mack MD7 | 33,000 | 658 | 2014 | Freightliner M2106 | 33,000 |
| 606 | 2023 | Mack MD7 | 33,000 | 659 | 2014 | Freightliner M2106 | 33,000 |
| 607 | 2023 | Mack MD7 | 33,000 | 660 | 2014 | Peterbilt 337 | 33,000 |
| 608 | 2023 | Mack MD7 | 33,000 | 661 | 2014 | Peterbilt 337 | 33,000 |
| 609 | 2023 | Mack MD7 | 33,000 | 679 | 2007 | Peterbilt 335 | 33,000 |
| 610 | 2023 | Mack MD7 | 33,000 | 680 | 2007 | Peterbilt 335 | 33,000 |
| 611 | 2023 | Mack MD7 | 33,000 | 689 | 2005 | Freightliner M2 | 33,000 |
| 612 | 2023 | Mack MD7 42R | 33,000 | 694 | 2006 | Freightliner M2 | 33,000 |
| 613 | 2023 | Mack MD7 42R | 33,000 | 502422 | 2022 | Freightliner M2 106 | 33,000 |
| 614 | 2022 | Mack MD7 42R | 33,000 | 502522 | 2022 | Mack MD7 | 33,000 |
| 615 | 2022 | Mack MD7 42R | 33,000 | 502622 | 2022 | Mack MD7 | 33,000 |
| 616 | 2022 | Mack MD7 42R | 33,000 | 502722 | 2022 | Mack MD7 | 33,000 |
| 617 | 2022 | Mack MD7 42R | 33,000 | 502922 | 2022 | Mack MD7 | 33,000 |
| 618 | 2022 | Mack MD7 42R | 33,000 | 503022 | 2023 | Freightliner M2 106 | 33,000 |
| 619 | 2022 | Mack MD7 42R | 33,000 | 503122 | 2023 | Freightliner M2 106 | 33,000 |
| 620 | 2022 | Mack MD7 42R | 33,000 | 503323 | 2022 | Mack MD7 | 33,000 |
| 621 | 2022 | Mack MD7 42R | 33,000 | 503923 | 2023 | Freightliner M2 106 | 33,000 |
| 622 | 2022 | MD7 42R | 33,000 | 504023 | 2023 | Freightliner M2 106 | 33,000 |
| 623 | 2022 | MD7 42R | 33,000 | | | | |

# Equipment

- EWS MAINTAINS AMPLE BACKUP EQUIPMENT TO MANAGE BULK COLLECTION SERVICES. WHILE TRUCKS ARE DEDICATED FOR CERTAIN ROUTES, DUE TO MAINTENANCE AND VOLUME FLUCTUATIONS DIFFERENT UNITS MAY BE USED FROM TIME TO TIME. EWS MAINTAINS 40 TRUCKS THAT ARE LESS THAN THREE YEARS OLD AND HOLDS A LINE OF CREDIT WITH MACK TO PURCHASE NEW VEHICLES ANNUALLY

- ALL COLLECTION VEHICLES ARE EQUIPPED WITH SAMSARA GPS/VIDEO MONITORING AND RECORDING EQUIPMENT FOR SAFETY AND SERVICE VERIFICATION

- EWS WILL UTILIZE TRACEZ CUSTOMER SERVICE SOFTWARE OPERATING DEVICES CONNECTED TO A 5G NETWORK FOR REAL TIME COMMUNICATIONS AND SERVICE INQUIRY RESOLUTION

samsara

trac EZ.

# EWS Operations Plan

- EWS is committed to providing the City of Cooper City the ALL services requested, **including YARD WASTE** at the rates provided in the response from day one of the start date and will meet all terms and conditions. **Separate collection of yard waste would be an additional fee.**
- EWS elected to not bid Option A because it does not make sense to staff full-time routes to operate on one day per week.
- The routes have been established by performing due diligence of the current collection methods and the RFP, as well as utilizing company knowledge and applying nearly 20 years of internal performance data to the scope of services listed. The proposed schedules are merely suggested by EWS and subject to be amended by mutual consent as stated in the RFP.
- EWS' experience serving the City will not only allow for a seamless transition but will enable EWS to enhance its services by providing additional equipment on a consistent basis and establishing direct lines of communication with City staff.
- If called upon, EWS stands ready to perform Debris Management in the wake of an emergency debris management crisis. Upon City authorization, EWS will deploy all bulk collection vehicles necessary to start clearing debris within twenty-four (24) hours after the event.

# Personnel

- EWS is committed to utilizing as many collection vehicles in the fleet as needed daily with bodies of 25 cubic yards or greater in size to perform the services required in RFP# 2023-2-PW for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition. EWS will post hiring notices and give preference to any resident seeking employment.

- Under Option B, EWS is proposing to use 3 routes to collect up to 10 cubic yards of bulk waste every other month from homes, five days of each week in the month, utilizing 20 zones.

- EWS is proposing to use 6 routes to collect up to 6 cubic yards of bulk waste monthly from all residential units, six days per week, on the current collection day per the current schedule.
- **Per the Terms and Conditions under Section 1.9.1 of the RFP, EWS is electing not to propose Option A.**

- Under Option C, EWS is proposing to use 4 to 5 routes to collect up to 15 cubic yards of bulk waste quarterly from homes, five days of each week in the service month utilizing 20 zones. The Collection Months for this service will be the last month of the quarter: March, June, September and December.

# In Review

- As a local Broward County vendor based in Pompano Beach, **EWS owns and maintains** the equipment necessary to provide bulk and yard waste collection faster, safer and more efficient than any other service provider.
- Under a direct award, EWS offers the best rate and will utilize all assets, employees, and local knowledge to deploy a fleet of experienced debris management professionals eager to serve the City of Cooper City every collection day.
- EWS will deploy dedicated resources to ensure all collection and management efforts meet the specifications of this RFP.

NEXTRAN TRUCK CENTER

*Ft. Lauderdale*

November 9, 2023

Eastern Waste Systems, Inc
1600 NW 19th Avenue
Pompano Beach, FL 33069

To Whom It May Concern:

Eastern Waste Systems, Inc has been a customer of Volvo Financial Services (VFS) since 2005. Their pay history with VFS has been perfect, never a late payment. Their high credit with VFS is five million with a current availability of two million.

Scott Stephens
Nextran Truck Centers
Director of Finance

VOLVO Mack

*4300 Ravenswood Road, Ft. Lauderdale, FL 33312 ph 954 984-9494 800 780-0089*
*fax 954 984-0293 nextranusa.com*

# EASTERN WASTE SYSTEMS, INC.

## Presentation to the City of Cooper City

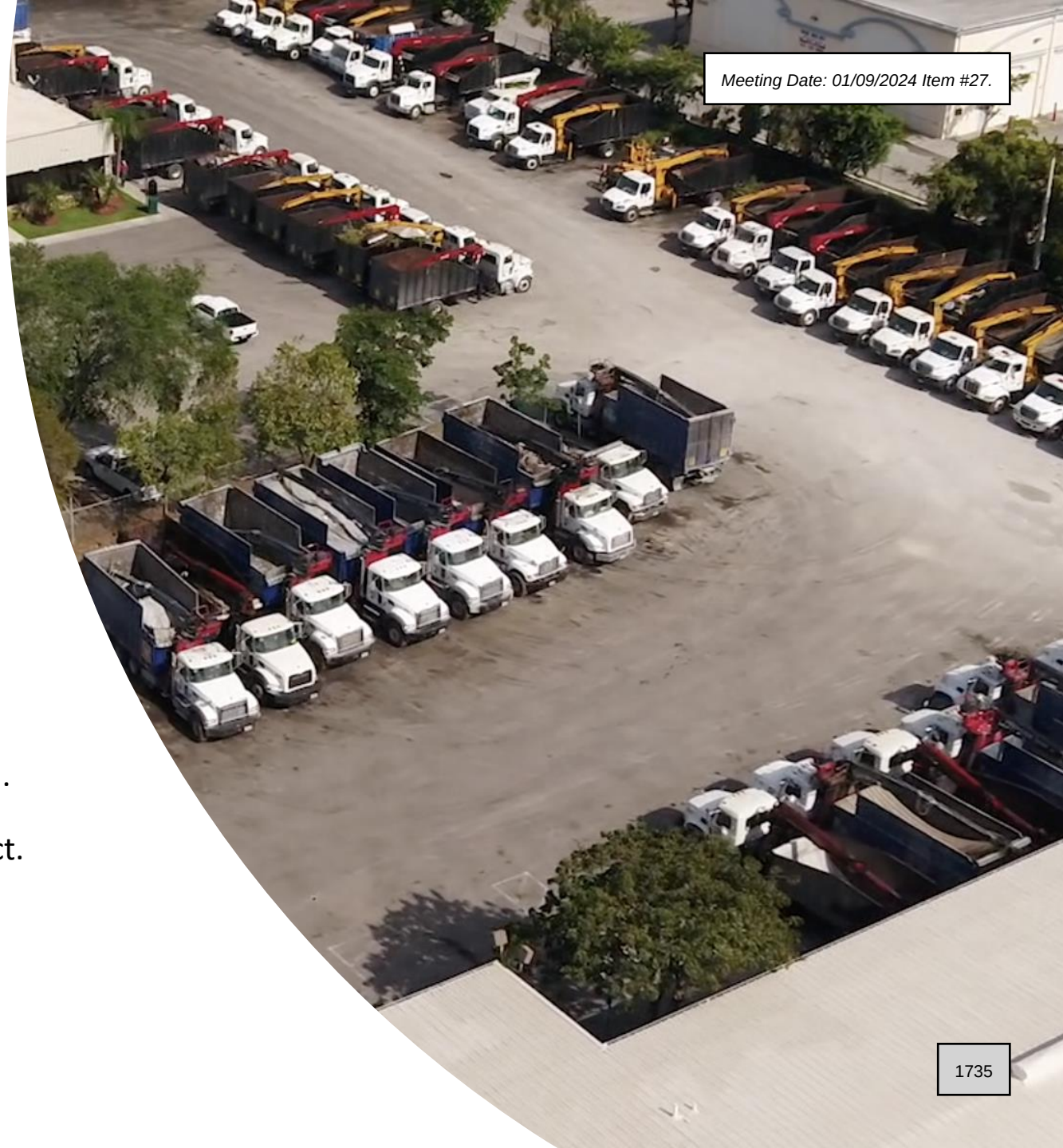
## for RFP # 2023-2-PW “Solid Waste Removal Services”

**December 4, 2023**

**4:00 p.m. EST**

# COMPANY OVERVIEW

- Founded in 2003, EWS provides waste collection services specializing in residential bulk, yard waste and storm/disaster generated debris.
- EWS is a preferred vendor for hauling companies and municipalities throughout southeast Florida, regularly serving over 100,000 residential homes in Palm Beach, Broward and Miami-Dade Counties **including** the City of Cooper City.
- EWS is headquartered at 1660 NW 19th Ave. in Pompano Beach. This location is centrally located within Broward County and will conveniently serve as the base for operations under this contract.
- Locally owned and operated, EWS owns a fleet of over 90 collection and supervisory vehicles, debris management equipment, and operational supplies all stored and maintained on-site at its corporate headquarters at 1660 NW 19th Ave. in Pompano Beach, Florida.



# Our Team

- LEADERSHIP
  - Angelo Marzano, President
  - Michael Marzano, Treasurer
  - Cary Salero, Controller
- OPERATIONS
  - Gerald Walker, Operations Manager
  - Daniel Sementilli, Route Supervisor
- ADMINISTRATION
  - Hannah Truong, Customer Service
  - Damon Stinson, Contract Administrator

Meeting Date: 01/09/2024 Item #27.

# VALIDATION OF LOCAL OFFICE

https://gisweb-adapters.bcpa.net/bcpawebmap_ex_new_web/bcpawebmap.aspx?FOLIO=484227070014

Relaunch to update

ationSearch/SearchResultDetail?ir

Bookmarks | www.floridadisaster... | R2113804P1 Solid... | Government Bids in... | County Commissio... | MUNIS OnLine Ho... | Solid Waste Facility... | All Bookmarks | Government Bids in... | County Commissio... | MUNIS OnLine

Search By Parcel Id | Search By Name | Search By Address | Help | About

Marty Kiar Broward County Property Appraiser Florida

Status: Zoom In

## Layer List

- [ ] Highways
- [ ] Major Roads
- [ ] Twn-Rng-Sec
- [ ] City Limits
- [ ] Zip Codes
- [ ] CRA Boundaries
- [ ] FEMA Flood Zones
- [ ] Opportunity Zones
- [ ] Census Tracts
- [ ] City Zoning Codes
- [ ] County Land Use
- [ ] Comm Appraisal Districts
- [ ] Resid Appraisal Districts
- [ ] Subdiv. Number
- [ ] Subdiv. Name
- [ ] House Number
- [x] Street

## Parcel Information

Parcel Id: 484227070014

Owner: EASTERN WASTE REALTY LLC

Situs Address: 1660 NW 19 AVE POMPANO BEACH FL 33069

Legal: FINKLE TRACT NO. 3 85-47 B PORTION OF PARCEL A DESC AS,COMM SE COR OF SAID PAR,NLY 650.86 TO POB,CONT NLY 312.17,WLY 263.16 TO P/C,SELY THRU NWLY AN ARC DIST OF 155.33,SWLY 20.88,S 220,

Millage Code: 1512

Use Code: 48

Land Value: $ 691,730

Building Value: $ 1,098,820

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | eastern waste realty | Search

No Events | No Name History

## Detail by Entity Name

Florida Limited Liability Company
EASTERN WASTE REALTY, L.L.C.

### Filing Information

| | |
|---|---|
| **Document Number** | L04000027002 |
| **FEI/EIN Number** | 20-0962968 |
| **Date Filed** | 04/09/2004 |
| **State** | FL |
| **Status** | ACTIVE |

### Principal Address

1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

Changed: 02/14/2006

### Mailing Address

1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

Changed: 02/14/2006

### Registered Agent Name & Address

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

Address Changed: 02/14/2006

### Authorized Person(s) Detail

**Name & Address**

Title MGR

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

### Annual Reports

https://gisweb-adapters.bcpa.net/bcpawebmap_ex_new_web/bcpawebmap.aspx?FOLIO=484227070050

Bookmarks | www.floridadisaster... | R2113804P1 Solid... | Government Bids in... | County Commissio... | MUNIS OnLine Ho... | Solid Waste Facility...

Search By Parcel Id | Search By Name | Search By Address | Help | About

Marty Kiar Broward County Property Appraiser Florid

Status: Zoom In

## Layer List

- [ ] Highways
- [ ] Major Roads
- [ ] Twn-Rng-Sec
- [ ] City Limits
- [ ] Zip Codes
- [ ] CRA Boundaries
- [ ] FEMA Flood Zones
- [ ] Opportunity Zones
- [ ] Census Tracts
- [ ] City Zoning Codes
- [ ] County Land Use
- [ ] Comm Appraisal Districts
- [ ] Resid Appraisal Districts
- [ ] Subdiv. Number
- [ ] Subdiv. Name
- [ ] House Number
- [x] Street

## Parcel Information

Parcel Id: 484227070050

Owner: EWR REALTY LLC

Situs Address: 1661 NW 19 AVE POMPANO BEACH FL 33069

Legal: FINKLE TRACT NO. 3 85-47 B PT PAR A DESC AS COMM SW COR OF SAID PAR,N 650.86,E 23 TO POB,E 305,N 220,NE 20.88,NWLY ARC DIST 87.48,W 323.24,S 311.48 TO POB

Millage Code: 1512

Use Code: 48

Land Value: $ 668,560

Building Value: $ 811,370

Other Value: 0

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Government Bids in... | County Commissio... | MUNIS Onl

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | ewr realty Search

No Events | No Name History

## Detail by Entity Name

Florida Limited Liability Company
EWR REALTY, LLC

### Filing Information

| | |
|---|---|
| **Document Number** | L07000080689 |
| **FEI/EIN Number** | 26-0663700 |
| **Date Filed** | 08/07/2007 |
| **Effective Date** | 08/07/2007 |
| **State** | FL |
| **Status** | ACTIVE |

### Principal Address

1661 NW 19TH AVENUE
POMPANO BEACH, FL 33069

Changed: 07/31/2018

### Mailing Address

1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

### Registered Agent Name & Address

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

### Authorized Person(s) Detail

**Name & Address**

Title MGRM

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

Title MGRM

MARZANO, ANGELO
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069

# Company Understanding of the City of Cooper City

- Since 2015, EWS has performed bulk and yard waste collection as a subcontractor of Waste Management in the City of Cooper City, successfully **working in tandem with the solid waste and recycling routes**.

- Gerald and Daniel have significant experience in both collecting and managing the bulk and yard waste collection routes within the City of Cooper City.

- EWS will supply the City with all the assets and employees needed to perform under the terms and conditions of RFP # 2023-2-PW. In the event of an emergency, all EWS assets dedicated to the City for regular bulk collection will be available for disaster debris collection.

- Every month EWS operates within the City performing residential bulk collection, and has vast experience in managing fluctuations in volumes, maneuvering challenging residential areas of the City, and much needed preparation required in advance of an emergency declaration.

samsara

# SAMSARA

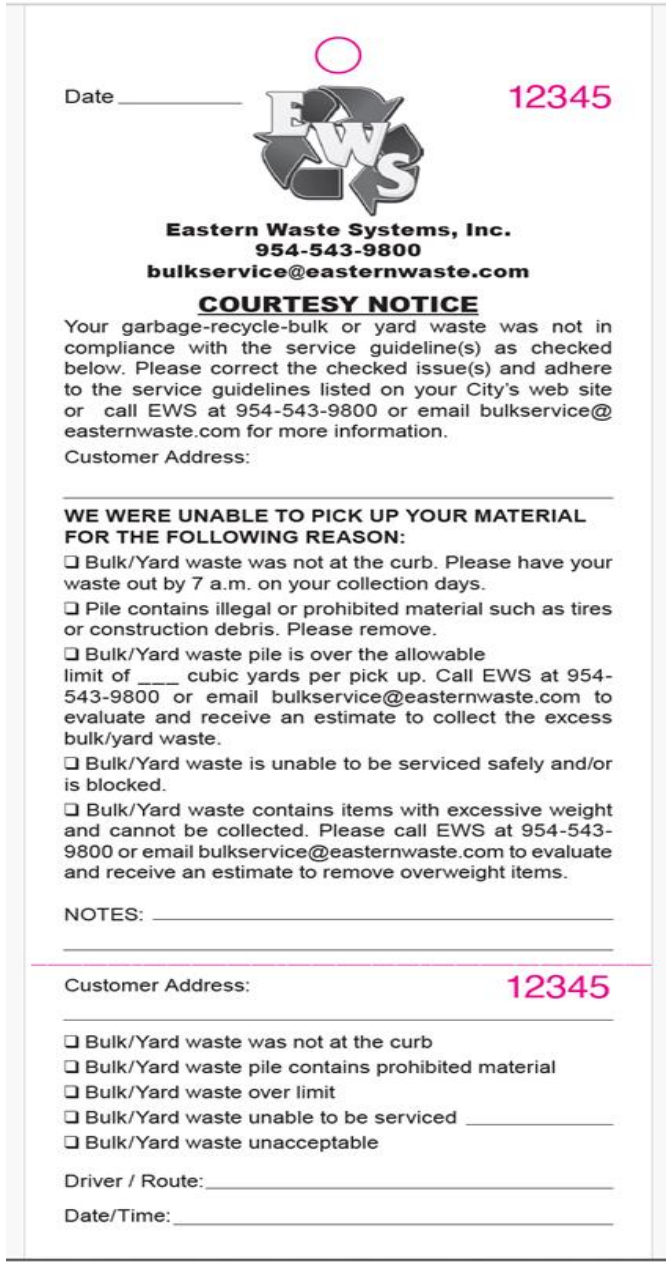
- MONITORING AND RECORDING EQUIPMENT FOR SAFETY AND SERVICE VERIFICATION

- LIVE GPS LOCATION AND TRACKING, VIDEO DOWNLOAD ON DEMAND

- DEMONSTRATION

# Customer Service

- EWS makes an administrative staff available 6 days per week with live, local customer service representatives available from 8 am to 5 pm daily and on Saturday from 8 am to 2 pm.
- Our staff is fully equipped to handle any residents needs. Our local phone number is 954-543-9800, and electronic requests are handled by our email and TracEz customer service software all available at www.easternwaste.com.
- We will design a specific page for Cooper City and make links available for the City to incorporate on its own website.
- Demonstration



Date _____ 12345

**Eastern Waste Systems, Inc.**
**954-543-9800**
**bulkservice@easternwaste.com**

**COURTESY NOTICE**

Your garbage-recycle-bulk or yard waste was not in compliance with the service guideline(s) as checked below. Please correct the checked issue(s) and adhere to the service guidelines listed on your City's web site or call EWS at 954-543-9800 or email bulkservice@easternwaste.com for more information.

Customer Address:

_____

**WE WERE UNABLE TO PICK UP YOUR MATERIAL FOR THE FOLLOWING REASON:**

❑ Bulk/Yard waste was not at the curb. Please have your waste out by 7 a.m. on your collection days.

❑ Pile contains illegal or prohibited material such as tires or construction debris. Please remove.

❑ Bulk/Yard waste pile is over the allowable limit of ___ cubic yards per pick up. Call EWS at 954-543-9800 or email bulkservice@easternwaste.com to evaluate and receive an estimate to collect the excess bulk/yard waste.

❑ Bulk/Yard waste is unable to be serviced safely and/or is blocked.

❑ Bulk/Yard waste contains items with excessive weight and cannot be collected. Please call EWS at 954-543-9800 or email bulkservice@easternwaste.com to evaluate and receive an estimate to remove overweight items.

NOTES: _____

_____

Customer Address: 12345

_____

❑ Bulk/Yard waste was not at the curb
❑ Bulk/Yard waste pile contains prohibited material
❑ Bulk/Yard waste over limit
❑ Bulk/Yard waste unable to be serviced _____
❑ Bulk/Yard waste unacceptable

Driver / Route: _____

Date/Time: _____

# Managing Extra Services

- EWS will scout the service area in advance of the routes to identify and tag piles out of compliance. Pictures are also taken. The residents are informed via the tag how to resolve the compliance issue. Collectors also carry tags in case of issues along the route.
- All tags and pictures are transmitted to the City and our Administrative Staff.
- Residents can elect to resolve the issue themselves or contact us for assistance, including paying to remove oversized piles.
- Residents requesting to pay to have additional material removed are managed by either creating a request online, or we create the request for them (communicated via email) with their estimated costs and pictures for approval.
- Once written approval from the resident is received, the material is serviced.
- EWS records and submits to the City the name, address, date and time of request and service along with the amount for billing. EWS then bills the resident, deducts the franchise fees from the payment received and remits them to the City in accordance with the terms and conditions of the RFP.

# Additional Information

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 20 | 19.20 | 20 | 18 | 18 | 16 | 15 | 17.40 | 20 | 19 | 20 | 20 | 20 | 19.80 | 20 | 18 | 18 | 16 | 15 | 17.40 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 9 | 10 | 10 | 10 | 9.40 | 10 | 8 | 9 | 8 | 10 | 9.00 | 10 | 9 | 10 | 10 | 10 | 9.80 | 8 | 9 | 9 | 8 | 8 | 8.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 26 | 28 | 30 | 25 | 26.80 | 20 | 26 | 18 | 25 | 25 | 22.80 | 28 | 28 | 29 | 30 | 30 | 29.00 | 25 | 24 | 23 | 10 | 15 | 19.40 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 | 10.9 | 10.9 | 10.9 | 10.9 | 10.9 | 10.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 5 | 5 | 4 | 5 | 4.80 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 3 | 5 | 4.60 | 5 | 5 | 5 | 5 | 2 | 4.40 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 4 | 5 | 5 | 5 | 4.80 | 0 | 3 | 0 | 0 | 5 | 1.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **86** | **84** | **90** | **92** | **88** | **88** | **85** | **90** | **80** | **84** | **90** | **86** | **92.3** | **90.3** | **93.3** | **92.3** | **94.3** | **93** | **73.9** | **71.9** | **70.9** | **54.9** | **55.9** | **66** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/3/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA - STANDARD | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| EWS | $3,925,773.86 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $4,848,035.99 | 30 | $100 / $150 X 30 = 20 | 24.3 | 24.3 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 23.0 | 23.0 |
| Waste Pro | $10,835,109.44 | 30 | $100 / $250 X 30 = 12 | 10.9 | 10.9 |

| RFP 2023-2-PW Pricing FORMULA - OPTION A | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $7,257,469.41 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $8,495,855.51 | 30 | $100 / $150 X 30 = 20 | 25.6 | 25.6 |
| Waste Pro | $12,395,652.92 | 30 | $100 / $200 X 30 = 15 | 17.6 | 17.6 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

| RFP 2023-2-PW Pricing FORMULA - OPTION 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 - *Round to the nearest tenth* |
|---|---|---|---|---|---|
| Waste Management | $3,871,877.39 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| EWS | $3,995,218.70 | 30 | $100 / $150 X 30 = 20 | 29.1 | 29.1 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 22.7 | 22.7 |
| Waste Pro | $10,878,348.68 | 30 | $100 / $250 X 30 = 12 | 10.7 | 10.7 |

| **RFP 2023-2-PW Pricing FORMULA - OPTION C** | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Waste Management | $3,461,759.75 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| EWS | $4,527,192.38 | 30 | $100 / $150 X 30 = 20 | 22.9 | 22.9 |
| Coastal | $5,123,023.29 | 30 | $100 / $200 X 30 = 15 | 20.3 | 20.3 |
| Waste Pro | $11,517,765.32 | 30 | $100 / $250 X 30 = 12 | 9.0 | 9.0 |

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 20 | 19.20 | 0 | 0 | 0 | 0 | 0 | 0.00 | 20 | 19 | 20 | 20 | 20 | 19.80 | 20 | 18 | 18 | 16 | 15 | 17.40 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 9 | 10 | 10 | 10 | 9.40 | 0 | 0 | 0 | 0 | 0 | 0.00 | 10 | 9 | 10 | 10 | 10 | 9.80 | 8 | 9 | 9 | 8 | 8 | 8.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 26 | 29 | 30 | 28 | 27.60 | 0 | 0 | 0 | 0 | 0 | 0.00 | 28 | 28 | 30 | 30 | 28 | 28.80 | 25 | 24 | 23 | 10 | 18 | 20.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 | 22.6 | 22.6 | 22.6 | 22.6 | 22.6 | 22.60 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 5 | 5 | 4 | 5 | 4.80 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 5 | 5 | 3 | 5 | 4.60 | 5 | 5 | 5 | 5 | 3 | 4.60 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 4 | 5 | 5 | 5 | 4.80 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **93** | **91** | **98** | **99** | **98** | **96** | **0** | **0** | **0** | **0** | **0** | **0** | **92.2** | **90.2** | **94.2** | **92.2** | **92.2** | **92** | **85.6** | **83.6** | **82.6** | **66.6** | **71.6** | **78** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/3/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $36,834,601.02 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $45,720,627.24 | 30 | $100 / $150 X 30 = 20 | 24.2 | 24.2 |
| Waste Pro | $48,955,302.94 | 30 | $100 / $200 X 30 = 15 | 22.6 | 22.6 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

| Vendor | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total | MSW, Res Recycling, Commercial and Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 5,123,023.29 | $ 36,834,601.02 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 | $ 4,848,035.99 | $ 45,720,627.24 |
| EWS | | | $ 3,802,432.56 | | $ 3,871,877.40 | $ 4,403,851.08 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 | $ - |
| Waste Pro | $ 19,833,708.36 | $ 9,772,068.24 | $ 10,708,918.44 | $ 12,269,461.92 | $ 10,752,157.68 | $ 11,391,574.32 | $ 122,120.00 | $ 4,071.00 | $ 19,339,019.81 | $ 10,506.53 | $ 10,835,109.44 | $ 48,955,302.94 |

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 0 | 0 | 0 | 0 | 0.00 | ~~20~~ | 0 | 0 | 0 | 0 | 0.00 | 20 | 0 | 0 | 0 | 0 | 0.00 | ~~20~~ | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 0 | 0 | 0 | 0 | 0.00 | ~~10~~ | 0 | 0 | 0 | 0 | 0.00 | 10 | 0 | 0 | 0 | 0 | 0.00 | 8 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | ~~25~~ | 0 | 0 | 0 | 0 | 0.00 | ~~28~~ | 0 | 0 | 0 | 0 | 0.00 | 28 | 0 | 0 | 0 | 0 | 0.00 | ~~25~~ | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | ~~5~~ | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | ~~0~~ 100 | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | 63 | | | | | | | | | | | | 68 | | | | | | 63 | | | | | |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

Resid | Recycle

Dawn Deland acpw

11/3/23

Non-Bulk

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 17 | 0 | 0 | 0 | 3.40 | 0 | 18 | 0 | 0 | 0 | 3.60 | 0 | 19 | 0 | 0 | 0 | 3.80 | 0 | 18 | 0 | 0 | 0 | 3.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 9 | 0 | 0 | 0 | 1.80 | 0 | 8 | 0 | 0 | 0 | 1.60 | 0 | 9 | 0 | 0 | 0 | 1.80 | 0 | 9 | 0 | 0 | 0 | 1.80 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 26 | 0 | 0 | 0 | 5.20 | 0 | 26 | 0 | 0 | 0 | 5.20 | 0 | 28 | 0 | 0 | 0 | 5.60 | 0 | 24 | 0 | 0 | 0 | 4.80 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 4 | 0 | 0 | 0 | 0.80 | 0 | 3 | 0 | 0 | 0 | 0.60 | 0 | 5 | 0 | 0 | 0 | 1.00 | 0 | 5 | 0 | 0 | 0 | 1.00 |
| ***Total Points*** | **100** | **0** | **61** | **0** | **0** | **0** | **12** | **0** | **60** | **0** | **0** | **0** | **12** | **0** | **66** | **0** | **0** | **0** | **13** | **0** | **61** | **0** | **0** | **0** | **12** |

| Evaluation Committee Members: | Initials |
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| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 30 | 0 | 0 | 0.00 | 0 | 0 | 23 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
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| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

*MSW

11-03-23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 3½ | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

All

N Austin 11/3/23



MSD/Recycling

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 8 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 18 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 3 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 20 | 0 | 0 | 0 | 0 | 4.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 8 | 0 | 0 | 0 | 0 | 1.60 | 10 | 0 | 0 | 0 | 0 | 2.00 | 10 | 0 | 0 | 0 | 0 | 2.00 | 8 | 0 | 0 | 0 | 0 | 1.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 25 | 0 | 0 | 0 | 0 | 5.00 | 20 | 0 | 0 | 0 | 0 | 4.00 | 28 | 0 | 0 | 0 | 0 | 5.60 | 25 | 0 | 0 | 0 | 0 | 5.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 0 | 0 | 0 | 0 | 1.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 5 | 0 | 0 | 0 | 0 | 1.00 | 5 | 0 | 0 | 0 | 0 | 1.00 |
| ***Total Points*** | **100** | **63** | **0** | **0** | **0** | **0** | **13** | **55** | **0** | **0** | **0** | **0** | **11** | **68** | **0** | **0** | **0** | **0** | **14** | **63** | **0** | **0** | **0** | **0** | **13** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

"Bulk" only
Dawn DeLand, CCPW
11/3/23

Bulk Waste only

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 17 | 0 | 0 | 0 | 0.00 | 0 | 0 18 | 0 | 0 | 0 | 0.00 | 0 | 0 19 | 0 | 0 | 0 | 0.00 | 0 | 0 18 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 9 | 0 | 0 | 0 | 0.00 | 0 | 0 8 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 26 | 0 | 0 | 0 | 0.00 | 0 | 0 26 | 0 | 0 | 0 | 0.00 | 0 | 0 28 | 0 | 0 | 0 | 0.00 | 0 | 0 24 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 4 | 0 | 0 | 0 | 0.00 | 0 | 0 3 | 0 | 0 | 0 | 0.00 | 0 | 0 2 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0 61** | **0** | **0** | **0** | **0** | **0** | **0 60** | **0** | **0** | **0** | **0** | **0** | **0 56** | **0** | **0** | **0** | **0** | **0** | **0 51** | **0** | **0** | **0** | **0** |

*Assumes all service

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 9 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 28 | 0 | 0 | 0.00 | 0 | 0 | 18 | 0 | 0 | 0.00 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 23 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

*BULK

11-03-23

Christopher DeGiovanni

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 | 0 | 0 | 0 | 20 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 | 0 | 0 | 0 | 16 | 0 | 0.00 | 0 | 0 | 0 | 8 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 25 | 0 | 0.00 | 0 | 0 | 0 | 30 | 0 | 0.00 | 0 | 0 | 0 | 10 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 3 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 | 0 | 0 | 0 | 5 | 0 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

NA 11/3/23



Bulk

**City of Cooper City**
**Evaluation Committee Ranking**
**Solid Waste Removal Services**
**RFP 2023-2-PW**

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | | Waste Pro | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 8 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 25 | 0.00 | 0 | 0 | 0 | 0 | 25 | 0.00 | 0 | 0 | 0 | 0 | 30 | 0.00 | 0 | 0 | 0 | 0 | 15 | 0.00 |
| ***Price Proposal*** | 30 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 0 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 2 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 10/20/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **94.2** | **91.2** | **92.2** | **93.2** | **94.2** | **93** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

1761

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| | | 30 | $100 / $100 X 30 = 30 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $150 X 30 = 20 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^**

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **93** | **84** | **91** | **92** | **88** | **90** | **97** | **93** | **95** | **87** | **97** | **94** | **90.3** | **91.3** | **92.3** | **93.3** | **89.3** | **91** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| | | 30 | $100 / $100 X 30 = 30 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $150 X 30 = 20 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^**

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 20 | 0 | 0 | 0 | 0 | 0.00 | 0 20 | 0 | 0 | 0 | 0 | 0.00 | 0 20 | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 10 | 0 | 0 | 0 | 0 | 0.00 | 0 10 | 0 | 0 | 0 | 0 | 0.00 | 0 8 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 30 | 0 | 0 | 0 | 0 | 0.00 | 0 28 | 0 | 0 | 0 | 0 | 0.00 | 0 28 | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 5 | 0 | 0 | 0 | 0 | 0.00 | 0 4 | 0 | 0 | 0 | 0 | 0.00 | 0 5 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |
| | | 70 | | | | | | 60 | | | | | | 66 | | | | | |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

Meeting Date: 01/09/2024 Item #27.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 017 | 0 | 0 | 0 | 0.00 | 0 | 019 | 0 | 0 | 0 | 0.00 | 0 | 019 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 08 | 0 | 0 | 0 | 0.00 | 0 | 08 | 0 | 0 | 0 | 0.00 | 0 | 09 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 027 | 0 | 0 | 0 | 0.00 | 0 | 028 | 0 | 0 | 0 | 0.00 | 0 | 029 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 04 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 05 | 0 | 0 | 0 | 0.00 | 0 | 03 | 0 | 0 | 0 | 0.00 | 0 | 05 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 19 | 0 | 0 | 0.00 | 0 | 0 | 20 | 0 | 0 | 0.00 | 0 | 0 | 19 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 | 0 | 0 | 10 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 29 | 0 | 0 | 0.00 | 0 | 0 | 25 | 0 | 0 | 0.00 | 0 | 0 | 29 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 | 0 | 0 | 5 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

(Use of credit letter?)

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

*MSW / recy.

11-08-23

Christopher De Giovanni

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 0 | 0 | 0.00 | 0 | 0 | 0 | 16 0 | 0 | 0.00 | 0 | 0 | 0 | 20 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 0 | 0 | 0.00 | 0 | 0 | 0 | 8 0 | 0 | 0.00 | 0 | 0 | 0 | 10 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 0 | 0 | 0.00 | 0 | 0 | 0 | 25 0 | 0 | 0.00 | 0 | 0 | 0 | 30 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | 23 | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | 24.3 | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 0 | 0 | 0.00 | 0 | 0 | 0 | 5 0 | 0 | 0.00 | 0 | 0 | 0 | 4 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 0 | 0 | 0.00 | 0 | 0 | 0 | 3 0 | 0 | 0.00 | 0 | 0 | 0 | 5 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

11/8/23
Bulk

Notosha Austin

Meeting Date: 01/09/2024 Item #27.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 18 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 18 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 9 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 28 | 0.00 | 0 | 0 | 0 | 0 | 27 | 0.00 |
| ***Price Proposal*** | 30 | 23 | 23 | 23 | [illegible] | 23 | 23.00 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.3 | 24.3 | 24.3 | [illegible] | 24.3 | 24.30 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 4 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **23** | **23** | **23** | **23** | **23** | **23** | **30** | **30** | **30** | **30** | **30** | **30** | **24.3** | **24.3** | **24.3** | **24.3** | **24.3** | **24** |

***** BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 018 | 0 | 0 | 0 | 0 | 0.00 | 020 | 0 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 010 | 0 | 0 | 0 | 0 | 0.00 | 010 | 0 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 030 | 0 | 0 | 0 | 0 | 0.00 | 030 | 0 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 05 | 0 | 0 | 0 | 0 | 0.00 | 05 | 0 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 05 | 0 | 0 | 0 | 0 | 0.00 | 05 | 0 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |
| | | 68 | | | | | | 70 | | | | | |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn DeLand 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

11/8/23 Nadeau

Meeting Date: 01/09/2024 Item #27.

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 17 | 0 | 0 | 0 | 0.00 | 0 | 0 19 | 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 8 | 0 | 0 | 0 | 0.00 | 0 | 0 9 | 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 27 | 0 | 0 | 0 | 0.00 | 0 | 0 29 | 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 4 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 5 | 0 | 0 | 0 | 0.00 | 0 | 0 5 | 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023



1771

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 20 0 | 0 | 0 | 0.00 | 0 | 0 | 19 0 | 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 10 0 | 0 | 0 | 0.00 | 0 | 0 | 9 0 | 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 30 0 | 0 | 0 | 0.00 | 0 | 0 | 30 0 | 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 5 0 | 0 | 0 | 0.00 | 0 | 0 | 5 0 | 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 5 0 | 0 | 0 | 0.00 | 0 | 0 | 5 0 | 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

MSW /recy
11-8-23
Christopher DeGiovanni

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 20 0 | 0 | 0.00 | 0 | 0 | 0 | 20 0 | 0 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 10 0 | 0 | 0.00 | 0 | 0 | 0 | 10 0 | 0 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 30 0 | 0 | 0.00 | 0 | 0 | 0 | 30 0 | 0 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 4 0 | 0 | 0.00 | 0 | 0 | 0 | 4 0 | 0 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 5 0 | 0 | 0.00 | 0 | 0 | 0 | 5 0 | 0 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

DD
11/8/23
AN

Prepared by: Purchasing Division
Date: 11/08/2023

Notosha Austin 11/8/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 0 | 0 | 0 | 0 | 20 | 0.00 | 0 | 0 | 0 | 0 | 20 | 0.00 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 0 | 0 | 0 | 0 | 10 | 0.00 | 0 | 0 | 0 | 0 | 10 | 0.00 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 0 | 0 | 0 | 0 | 29 | 0.00 | 0 | 0 | 0 | 0 | 30 | 0.00 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.2 | 24.2 | 24.2 | 24.2 | 24.2 | 24.20 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Demonstrated Financial Capability*** | 5 | 0 | 0 | 0 | 0 | 5 | 0.00 | 0 | 0 | 0 | 0 | 5 | 0.00 |
| ***Total Points*** | **100** | **30** | **30** | **30** | **30** | **30** | **30** | **24.2** | **24.2** | **24.2** | **24.2** | **24.2** | **24** |

***** MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/08/2023

**Initial Term Totals** ***** CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

| **Vendor** | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | **Total** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | | | | | | | $ 19,565,603.78 | $ 7,368.52 | **$ 36,834,601.02** |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | | | | | | | $ 21,881,984.40 | $ 8,580.48 | **$ 45,720,627.24** |

**Initial Term Totals** ***** SINGULAR CONTRACT FOR ALL SERVICES *****

| **Vendor** | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 |

***** BULK SEPARATE CONTRACT *****

| **Vendor** | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,669,610.04 | $ 6,592,018.68 | $ 4,959,409.80 | $ 7,093,855.92 | $ 4,959,409.80 | $ 4,959,409.80 | $ 162,840.00 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 5,123,023.29 |
| Waste Management | $ 17,524,995.00 | $ 6,305,067.36 | $ 4,444,469.76 | $ 8,092,289.28 | $ 3,468,311.16 | $ 3,058,193.52 | $ 400,960.00 | $ 2,606.23 | $ 21,881,984.40 | $ 8,580.48 | $ 4,848,035.99 |
| EWS | | | $ 3,802,432.56 | | $ 3,871,877.40 | $ 4,403,851.08 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

1776

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Coastal | $35,575,438.55 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Waste Management | $41,326,985.04 | 30 | $100 / $150 X 30 = 20 | 25.8 | 25.8 |
| | | 30 | $100 / $200 X 30 = 15 | #DIV/0! | #DIV/0! |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

| FORMULA EXAMPLE | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| Vendor A | $100.00 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Vendor B | $150.00 | 30 | $100 / $150 X 30 = 20 | 20.0 | 20.0 |
| Vendor C | $200.00 | 30 | $100 / $200 X 30 = 15 | 15.0 | 15.0 |
| Vendor D | $250.00 | 30 | $100 / $250 X 30 = 12 | 12.0 | 12.0 |
| Vendor E | $300.00 | 30 | $100 / $300 X 30 = 10 | 10.0 | 10.0 |
| Vendor F | $350.00 | 30 | $100 / $350 X 30 = 8.6 | 8.6 | 8.6 |

| RFP 2023-2-PW Pricing FORMULA - STANDARD | | | | | |
|---|---|---|---|---|---|
| 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 - *Round to the nearest tenth* |
| EWS | $3,925,773.86 | 30 | $100 / $100 X 30 = 30 | 30.0 | 30.0 |
| Coastal | $4,622,967.59 | 30 | $100 / $150 X 30 = 20 | 25.5 | 25.5 |
| Waste Management | $4,739,013.30 | 30 | $100 / $200 X 30 = 15 | 24.9 | 24.9 |
| | | 30 | $100 / $250 X 30 = 12 | #DIV/0! | #DIV/0! |

**Initial Term Totals** ***** BAFO - CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

| Vendor | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | | | | | | | $ 19,565,603.78 | $ 7,368.52 | **$ 35,575,438.55** |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | | | | | | | $ 21,454,388.98 | $ 8,928.17 | **$ 41,326,985.04** |

**Initial Term Totals** ***** BAFO - SINGULAR CONTRACT FOR ALL SERVICES *****

| Vendor | Residential | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff |
|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | $ 4,459,353.93 | $ 7,094,426.71 | $ 4,459,353.93 | $ 4,459,353.93 | $ 162,840.17 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | $ 4,344,535.43 | $ 7,908,492.38 | $ 3,389,353.88 | $ 2,988,793.87 | $ 391,930.33 | $ 2,547.55 | $ 21,454,388.98 | $ 8,928.17 |

***** BAFO - BULK SEPARATE CONTRACT *****

| Vendor | Residential MSW | Residential Recy | Bulk Current | Bulk A | Bulk B | Bulk C | Additional Bulk | Emergency Bulk | Commercial | Rolloff | Bulk Current (Standard) Service Level Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Coastal | $ 10,038,880.50 | $ 5,963,585.76 | $ 4,459,353.93 | $ 7,094,426.71 | $ 4,459,353.93 | $ 4,459,353.93 | $ 162,840.17 | $ 773.49 | $ 19,565,603.78 | $ 7,368.52 | $ 4,622,967.59 |
| Waste Management | $ 13,701,206.29 | $ 6,162,461.60 | $ 4,344,535.43 | $ 7,908,492.38 | $ 3,389,353.88 | $ 2,988,793.87 | $ 391,930.33 | $ 2,547.55 | $ 21,454,388.98 | $ 8,928.17 | $ 4,739,013.30 |
| EWS | | | $ 3,802,432.56 | | $ 3,550,858.80 | $ 3,356,937.36 | $ 122,120.00 | $ 1,221.30 | | | $ 3,925,773.86 |

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

11-14-23
Christopher De Giovanni

Meeting Date: 01/09/2024 Item #27.

Notosha Austin 11/14/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023



1783

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

Nadeau

Meeting Date: 01/09/2024 Item #27.

11/14/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 18 | 17 | 20 | 20 | 20 | 19.00 | 20 | 19 | 19 | 20 | 20 | 19.60 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 10 | 9.60 | 10 | 9 | 9 | 10 | 10 | 9.60 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 30 | 30 | 29 | 29.20 | 30 | 29 | 30 | 30 | 30 | 29.80 |
| ***Price Proposal*** | 30 | 30 | 30 | 30 | 30 | 30 | 30.00 | 25.8 | 25.8 | 25.8 | 25.8 | 25.8 | 25.80 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **98** | **91** | **100** | **99** | **99** | **97** | **95.8** | **92.8** | **93.8** | **94.8** | **95.8** | **95** |

***** BAFO - MSW, RECYCLING RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

11/14/23

# City of Cooper City
## Evaluation Committee Ranking
## Solid Waste Removal Services
## RFP 2023-2-PW

| Evaluation Criteria | Max Points | Coastal Waste & Recycling | | | | | | Eastern Waste Systems, Inc | | | | | | Waste Management Inc. of Florida | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG | DD | MN | CD | PH | NA | AVG |
| ***Firm Qualifications and Experience*** | 20 | 20 | 17 | 19 | 20 | 18 | 18.80 | 20 | 19 | 20 | 16 | 20 | 19.00 | 20 | 19 | 19 | 20 | 18 | 19.20 |
| ***Qualifications and Experience of Key Personnel*** | 10 | 10 | 8 | 10 | 10 | 9 | 9.40 | 10 | 8 | 10 | 8 | 10 | 9.20 | 8 | 9 | 10 | 10 | 10 | 9.40 |
| ***Operation Plan including, including but not limited to:*** *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan* | 30 | 30 | 27 | 29 | 30 | 28 | 28.80 | 28 | 28 | 25 | 25 | 28 | 26.80 | 28 | 29 | 29 | 30 | 27 | 28.60 |
| ***Price Proposal*** | 30 | 25.5 | 25.5 | 25.5 | 25.5 | 25.5 | 25.50 | 30 | 30 | 30 | 30 | 30 | 30.00 | 24.9 | 24.9 | 24.9 | 24.9 | 24.9 | 24.90 |
| ***Past Performance including client references and years in business*** *(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)* | 5 | 5 | 4 | 5 | 4 | 5 | 4.60 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 5 | 5 | 4 | 5 | 4.80 |
| ***Demonstrated Financial Capability*** | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 4 | 3 | 5 | 3 | 4 | 3.80 | 5 | 5 | 5 | 5 | 5 | 5.00 |
| ***Total Points*** | **100** | **95.5** | **86.5** | **93.5** | **94.5** | **90.5** | **92** | **97** | **93** | **95** | **87** | **97** | **94** | **90.9** | **91.9** | **92.9** | **93.9** | **89.9** | **92** |

***** BAFO - BULK RANKING *****

| Evaluation Committee Members: | Initials |
|---|---|
| Dawn Deland - Sr. Administrative Specialist | DD |
| Michael Nadeau - Budget Analyst | MN |
| Christopher De Giovanni - Captain BSO | CD |
| Phillip Holste - Assistant Town Administrator | PH |
| Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing | NA |

Prepared by: Purchasing Division
Date: 11/14/2023

# Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

| **Vendor: Eastern Waste Systems, Inc.**<br><br>**FEIN: 16-1678370** | **Does Vendor appear on the following:** | |
|---|---|---|
| | **YES** | **NO** |
| Florida Convicted Vendor List | ☐ | ☒ |
| Florida Suspended Contractors | ☐ | ☒ |
| Scrutinized Companies | ☐ | ☒ |
| Broward County Debarred List | ☐ | ☒ |
| State of Florida Corporations (Sun Biz) | ☒ | ☐ |
| E-Verify | ☒ | ☐ |
| Verified by: Purchasing | Date: Thursday, November 30, 2023 | |

# Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## 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.

*There are currently no vendors on this list.*

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

# Vendor Compliance Check List

| | | | | |
|---|---|---|---|---|
| Daqing Huake Group Co Ltd | Sudan | China | March 25, 2008 | Yes |
| Egypt Kuwait Holding Co. SAE | Sudan | Kuwait | January 13, 2009 | Yes |



| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| Engen Botswana | Sudan & Iran | Botswana | March 24, 2015 | Yes |
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

**The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.**

**Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.**

| | | | | | |
|---|---|---|---|---|---|
| A & C Contractors, Inc. | 02/24/92 | Fieldcrest International | 10/23/91 | Reddick Property Svcs/Broward Cty | 02/21/95 |
| A.J. McMasters | 07/03/91 | Florida Fire Apparatus Corp. | 04/07/87 | Reeves Equipment & Supply | 06/29/04 |
| A-1 Pied Piper Pest Control | 10/25/99 | FVL Contracting Co. | 07/01/89 | Richard Jones & Associates | 05/12/95 |
| Ace Lock and Security Supply | 05/23/05 | Gator Express | 10/01/94 | Roman Waterproofing | 09/30/97 |
| Action Trophies & Awards | 05/26/92 | George W. Murray Contractors | 12/08/99 | Rust Wizard Inc. | 03/24/17 |
| Agra-Cycle Corporation | 11/06/01 | Glo & Go Inc. | 04/01/93 | S H Marketing, Inc. | 08/17/20 |
| All County Plumbing Contractors, Inc. | 07/08/20 | Global Transmissions | 09/10/92 | S.T. Wicole Const. Corp. | 05/06/91 |
| All County Plumbing, Inc. | 08/17/20 | Globe Electric Company, Inc. | 12/10/03 | Saber Sales, Inc. | 11/08/88 |
| Alpha Construction Svces & Consulting Svces | 08/11/20 | Graphic Productions Co. | 02/27/90 | Saints-Enterprises II, LLC | 12/15/20 |
| Ammunition Reloaders | 05/22/92 | HDC Advertising, Inc. | 05/06/03 | Samantha L. List, P.A. | 08/11/20 |
| Ann Lipkowitz, Broker | 08/21/92 | Hegla Construction, Inc. | 08/20/92 | Screen Graphics | 09/01/92 |
| Atech Fire & Security, Inc. | 10/10/03 | Henze Services, Inc. | 08/19/93 | Semes Enterprises | 01/03/92 |
| Atlas Pen & Pencil Co. | 12/26/90 | H-Way Corporation | 10/25/99 | Shamus Corporation | 06/29/04 |
| Ben Kough & Associates | 01/10/96 | Infinite Distributors LLC | 09/30/20 | Sheerson Construction, Inc. | 05/17/00 |
| Bob's Towing | 06/09/04 | Intercoastal Marketing, LLC | 12/15/20 | Shiv Lingam Kirtan Mandali Inc. | 08/06/20 |
| BRC Construction Company, Inc. | 12/14/05 | J M List Services, LLC | 08/11/20 | SLL Consulting LLC | 08/11/20 |
| Broward Plumbing Specialists, Inc. | 08/17/20 | JJM List Services, LLC | 08/11/20 | Southeast Underground Utilities Corp. | 12/12/17 |
| Caribbean Air Surveys, Inc. | 03/01/91 | JM List, Incorporated | 08/11/20 | Southgate Const. & Realty | 11/07/90 |
| Central Florida Nurseries | 08/16/91 | John Rogers Corporation Company, Inc. | 11/13/90 | Spectrum Signal Co., Inc. | 03/04/91 |
| Central Press | 04/17/95 | Joyce Office ProductsKDG | 01/05/94 | Spirit Services Company, Inc. | 12/13/00 |
| Chemtel Supplies, Inc. | 11/21/05 | Land & Sea Construction | 03/18/96 | St. Andrew Industries, Inc. | 06/16/95 |
| Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services) | 01/15/92 | Lawn Wizard USA, Inc. | 09/29/15 | Statewide Transportation & Recovery Services | 11/02/00 |
| | | Lawn Wizard USA, LLC | 03/24/17 | Termark Security Systems | 06/03/99 |
| Coastal Carting Ltd. | 03/16/96 | Mancini Builders | 01/04/94 | The Parts Connection | 06/30/92 |
| Coastal Industries USA, LLC (d/b/a Rust Wizard) | 03/24/17 | Marquee Enterprises, Inc. | 06/08/07 | Toilet Taxi Corp. | 07/07/15 |
| | | Marsten/THG Modular Leasing | 12/13/95 | Total Connection | 04/30/92 |
| Coastal Utilities, Inc. | 03/05/99 | Major Computer, Inc. | 10/28/91 | Toussaint Landscaping | 11/04/92 |
| Compass Corp. | 06/29/04 | Med Sure Associates | 05/05/97 | Transglobal Marketing | 12/28/92 |
| Control Press | 06/29/04 | Moody Maintenance Products | 04/06/06 | Tropical Growers USA, Inc. | 03/24/17 |
| Cordes Door Co., Inc. | 09/01/96 | Nighthawk International Corp. | 10/25/96 | Truck City Body Corp. | 12/01/96 |
| Cox & Palmer Const. Corp. | 03/14/89 | OJS Systems, Inc. | 12/22/14 | Urban Organization, Inc. | 03/05/99 |
| Custom Design To A Tee | 05/15/96 | Omega Group, Inc. | 10/30/97 | Vees Supply, LLC | 08/17/20 |
| Degen's Lawn & Garden Inc. | 11/04/11 | Precision Detailing dba J M List Services | 08/11/20 | Venturi Supplies, Inc. | 08/17/20 |
| Digital Comm Inc. | 05/16/11 | Protective Service Int'l | 03/01/91 | VIMAC USA, Inc. | 05/31/17 |
| Dixie Lock & Supply Inc. | 02/17/92 | Public Safety Systems | 03/04/91 | Viravar, LLC | 08/17/20 |
| Eastern Elevator Service, Inc. | 02/13/19 | Puskadi Ltd. | 11/07/90 | Weiser Security Services | 12/09/93 |
| Federal Fence Co., Inc. | 11/12/90 | Quality Loan Service | 03/07/91 | Wildcat Wrecking Corp. | 09/10/92 |
| | | Rahming Funeral Home | 09/01/92 | Woodcraft Custom Homes | 06/06/88 |
| | | RC Aluminum Industries Inc. | 06/20/14 | Z & Z, Inc. | 08/11/20 |

Vendor Compliance
Check List

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold. (One company was added this quarter.)*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 |
| Betsah SA | Luxembourg | August 2, 2016 |
| Cactus SA | Luxembourg | August 2, 2016 |
| Co-operative Group Limited | United Kingdom | September 26, 2017 |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 |
| **Morningstar, Inc (Sustainalytics)** | **United States** | **October 25, 2023** |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 |
| Hindustan Unilever Ltd | India | July 29, 2021 |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 |
| Unilever Finance Netherlands BV (Unilever PLC bond issuance) | Netherlands | July 29, 2021 |



| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Unilever Ghana Ltd | Ghana | July 29, 2021 |
| Unilever Nigeria Plc | Nigeria | July 29, 2021 |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 |
| **# of Companies that Boycott Israel** | 18 | |

# Vendor Compliance Check List

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 23, 2023**
**Secretary of State**
**3902836012CC**

DOCUMENT# P03000079852

**Entity Name:** EASTERN WASTE SYSTEMS, INC.

**Current Principal Place of Business:**

1660 NW 19TH AVE
POMPANO BEACH, FL 33069

**Current Mailing Address:**

1660 NW 19TH AVE
POMPANO BEACH, FL 33069

**FEI Number: 16-1678370**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069 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

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PD | Title | TD |
| Name | MARZANO, ANGELO | Name | MARZANO, MICHAEL C |
| Address | 1660 NW 19TH AVENUE | Address | 1660 NW 19TH AVENUE |
| City-State-Zip: | POMPANO BEACH FL 33069 | City-State-Zip: | POMPANO BEACH FL 33069 |
| Title | SD | Title | VP |
| Name | MARZANO, DOMINICK | Name | CASAGRANDE, JACK |
| Address | 1660 NW 19TH AVENUE | Address | 1660 NW 19TH AVE |
| City-State-Zip: | POMPANO BEACH FL 33069 | City-State-Zip: | POMPANO BEACH FL 33069 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: MICHAEL MARZANO TD 02/23/2023

Electronic Signature of Signing Officer/Director Detail — Date

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Eastern Waste Systems, Inc | | Open | 06/21/2023 | | 100 to 499 | 1 | FL |

**INTER-OFFICE CORRESPONDENCE**

**MEMORANDUM NO. 2023-007**

TO: Mayor Greg Ross
Members of the City Commission

CC: Ryan Eggleston, City Manager
Tim Fleming, Interim Public Works Director
Tedra Allen, City Clerk

FROM: Jacob G. Horowitz, City Attorney *JGH*

DATE: July 17, 2023

RE: City of Cooper City ("City") / Waste Management Contract

As a follow-up to the discussions related to the City's solid waste contract at the June 27 and July 11 City Commission meetings, the City Attorney's Office has prepared a brief analysis of the City's current agreement with Waste Management ("WM"). The intent of this memorandum is to provide a chronology of the City's relationship with WM, and to offer some additional context as the City work to finalize its competitive solicitation package for solid waste collection services.

As part of our analysis, the City Attorney's Office examined the City's original Collection Services Contract with WM, dated January 23, 2001 (the "Original Agreement"), along with all amendments thereto as well as the City Commission's action related to each item. Our office did not re-listen to each commission meeting where the Original Agreement and subsequent amendments were discussed, and it is possible that the public discussions and staff recommendations at the time of each approval provide some additional context to this issue. The City Attorney's Office is prepared to revisit the prior commission discussions and examine this matter further, upon request.

## CHRONOLOGY OF WM CONTRACT

January 23, 2001 - The City Commission adopted Ordinance No. 01-1-2 (the "Ordinance"), thereby grating an exclusive right, privilege and franchise to WM to operate the only garbage, trash and recycling collection system in the City[1]. The Ordinance further approved the Original Agreement, providing for a five (5) year term, commencing on March 1, 2001. Section 1.02 of the Original Agreement provided for up to two (2) additional three (3) year renewal terms, at the option of the City.

[1] Section 5.17 of the City Charter requires the adoption of an ordinance by the City Commission to grant a franchise to an individual, company, firm or corporation to exercise public functions in the City and to construct and operate any and all public utilities in the City.

June 13, 2006 – The City Commission adopted Resolution No. 06-06-4, thereby approving the First Amendment to the Original Agreement. This resolution indicates that the City, prior to the February 28, 2006 expiration of the Original Agreement, issued Request for Proposals No. 2006-01, seeking to solicit proposals for a new sanitation franchise hauler. On April 26, 2006, the City Commission rejected the two (2) proposals received in response to the RFP and directed staff to negotiate the renewal of the Original Agreement with WM. The First Amendment to the Agreement extended the initial term of the Original Agreement through June 1, 2009; however, it did not appear to implement the first renewal term. The First Amendment continues to reference two (2) additional three-year renewal options, upon mutual consent of the parties.

December 9, 2008 – The City and WM entered into the Second Amendment to the Original Agreement, thereby extending the initial term through June 1, 2012. The Second Amendment makes no reference to a renewal term or provides any change to the Original Agreement in the context of the two (2) additional three-year renewal options. To the contrary, these renewal terms expressly remain in full force and effect. Additionally, this Second Amendment was executed by the then-City Manager. At the regular commission meeting on December 9, 2008, the City Commission directed the manager to negotiate a renewal with WM; however, the Clerk's Office was unable to locate any subsequent commission action formally approving the Second Amendment.

September 26, 2011 – The City Commission adopted Resolution No. 11-9-2, thereby approving the Third Amendment to the Original Agreement. This Third Amendment extended the initial term of the Original Agreement for an additional three (3) years, through June 1, 2015. Again this Third Amendment made no reference to a renewal term or change to the two (2) additional three-year renewal options set forth in the Original Agreement.

March 27, 2012 – The City Commission approved WM's request to conduct an "Organics Pilot Recycling Program;" and the parties entered into a Fourth Amendment to the Original Agreement, thereby formally establishing the City's role in participating in the program. The Fourth Amendment makes no reference to the contract term.

April 22, 2014 – The City Commission adopted Resolution No. 14-4-5. This resolution approved the Fifth Amendment to the Original Agreement, which had been executed by the Parties on or about October 31, 2013. The Fifth Amendment extended the term of the Original Agreement through June 1, 2018. The Fifth Amendment further revised the renewal term of the Original Agreement and provided that the parties may renew or further extend the contract for such terms and under such conditions as are mutually agreeable.

April 10, 2018 – The City Commission adopted Resolution No. 18-4-3, thereby approving the Sixth Amendment to the Original Agreement. The Sixth Amendment provided for a five-year extension of the initial term through September 30, 2023.

Please note that several of the aforementioned amendments also included certain operational changes to the City's relationship with WM. This memorandum is limited solely to an examination of the Original Agreement's initial term, along with any contract renewals.

## NEXT STEPS AND CONCLUSION

Based on the foregoing chronology, it appears that the City last issued a competitive solicitation for solid waste services in 2006, at which time the City rejected all proposals and extended its 2001 Original Agreement with WM pursuant to the First Amendment. While the Original Agreement provided for a five (5) year term with two (2) three-year renewal options, the City continued to extend the initial term pursuant to the various amendments referenced herein. Since the Original Agreement contemplated a maximum term of eleven (11) years (the initial term plus two renewals) and the City's relationship with WM has extended for approximately twenty-two (22) years, the City Attorney's Office recommends that the City proceed with its forthcoming competitive solicitation process and pursue a new contract for solid waste collection services.

Notwithstanding this recommendation, it is also understood that it may be a challenge to finalize the solid waste procurement process, review proposals from prospective vendors, and award a new collection services contract prior to the September 30, 2023 expiration of the current WM agreement. Further, in the event that a hauler other that WM is selected at the conclusion of the procurement process, it may take additional time to implement a new contract and ensure a seamless transition to a successor hauler.

In light of these timing concerns and in order to ensure that there is no disruption of services in the City, a limited extension to the current WM contract may be unavoidable. To the extent that an extension is needed, we would recommend that such an extension be limited solely to the reasonable time necessary to complete the procurement process and secure a new contract for solid waste collection services.

Please contact our office is there is any additional information that we can provide.

**CITY OF COOPER CITY**
**INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION**

TO: CITY MANAGER

VIA:

FROM: CFO DATE: 1/4/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

| | FROM | TO |
|---|---|---|
| Department | Public Works Administration | Public Works Administration |
| Account Description | Salaries-Regular | Professional Services-Miscellaneous |
| Account Number | 001-311-512100-519 | 001-311-531190-519 |
| Amount to be Transferred ($) | $19,500.00 | $19,500.00 |

| This Transaction | All Funds Cumulative FY 24 YTD | 2.5% Limit Based on FY 24 Adopted Budget |
|---|---|---|
| $19,500.00 | $258,700 | $1,909,267 |

REASON:

To fund search for Public Works Director. We are funding this from the Salaries-Regular line item in the Public Works Adminstration Department as they've had a vacancy for this position for the entire 1st Quarter of FY24.

*Total appropriations of this fund is NOT changed by this budget amendment.*

***All funds cumulative include this transaction.***

*(Please Do Not Write Below This Line)*

| | APPROVED | DISAPPROVED |
|---|---|---|
| Finance | | |
| City Manager | | |
| Commission (≥10K) | | |

# Public Works Director

## COOPER CITY, FLORIDA

# Recruitment Proposal

DECEMBER 20, 2023

GovHR USA
GovTEMPS USA

MGT

Submitted by:

LAURIE PEDERSON
SENIOR VICE PRESIDENT
630 DUNDEE ROAD, SUITE 225
NORTHBROOK, IL 60062
847.380.3198
lpederson@govhrusa.com

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# Cover Letter

December 20, 2023

Ryan Eggleston, City Manager
Cooper City
9090 SW 50th Place
Cooper City, FL 33328

## RE: PROPOSAL FOR PUBLIC WORKS DIRECTOR

Dear Mr. Eggleston:

Thank you for the opportunity to provide you with a proposal for the Public Works Director recruitment and selection process for Cooper City (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by ***advancing and lifting up the communities we serve***.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

## MGT CONTACT INFORMATION

| | |
|---|---|
| **MGT HEADQUARTERS** | **MGT of America Consulting, LLC**<br>4320 West Kennedy Boulevard \| Tampa, Florida 33609<br>P: 813.327.4717 \| www.mgtconsulting.com<br>FEIN: 81-0890071 |
| **PROPOSAL CONTACT** | **Laurie Pederson, Senior Vice President**<br>630 Dundee Road, Suite 225 \| Northbrook, Illinois 60062<br>847.380.3198 \| lpederson@govhrusa.com |

Thank you for the opportunity to submit a proposal to Cooper City. Should you have questions on any aspect of this proposal, please contact **Laurie Pederson** at **847.380.3198** or **lpederson@govhrusa.com**.

Regards,

Patrick J. Dyer, Vice President
*Authorized to bind the firm*

# Firm Profile

*We impact the communities we serve – for good.*

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively***.

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

## MGT FIRM AT A GLANCE

**Name:** MGT of America Consulting, LLC (MGT)

**Founded:** 1974

**Locations:** Headquarters in Tampa, Florida; branch offices nationwide

**Staff:** 500+ consultants across the country

**Structure:** Privately held and client-driven

**Lines of Business**: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

Find out more at **www.mgtconsulting.com.**

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals . With the recent combination of GovHR, our firm includes **more than 500 professionals and administrative staff** to support our clients' success. MGT's corporate office is in Tampa, Florida, with additional offices around the country as shown below.

## NATIONAL FIRM **LOCAL FOCUS**

**Alabama**
Birmingham

**Arizona**
Phoenix

**California**
Sacramento
Riverside
Carlsbad

**Florida**
Tampa HQ

**Georgia**
Savannah
Atlanta
Alpharetta

**Illinois**
Chicago Metro

**Indiana**
Gary

**Michigan**
Bay City

**New York**
NYC

**North Carolina**
Raleigh

**South Carolina**
Columbia

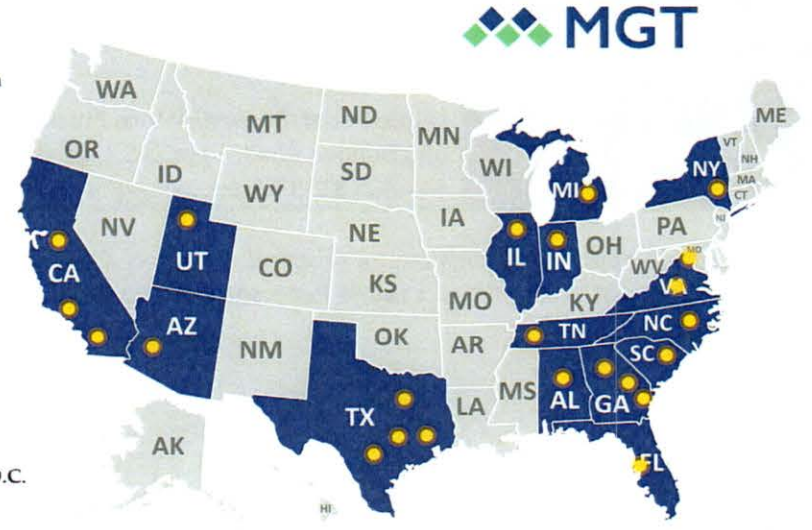
**Tennessee**
Nashville

**Texas**
Dallas
Austin
San Antonio
Houston

**Utah**
Salt Lake City

**Virginia**
Richmond

**Washington, D.C.**



# Social Impact Solutions

The MGT Social Impact Solutions team has an impressive track record of providing ***customized solutions, objective research, creative recommendations, and quality products*** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Social Impact Solutions Team.

## GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT ***(the nation's leading social impact firm)*** in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments**, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

### GOVHR'S LEADERSHIP

**Heidi Voorhees**
(847) 380-3240
HVoorhees@GovHRusa.com

*Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.*

**Joellen Cademartori**
(847) 380-3238
JCademartori@GovHRusa.com

*Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.*

# Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

## *We improve lives by advancing and lifting up your community.*

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

*Impacting Communities. For Good.*

### Defined by Our Impact

We understand the goals of Cooper City and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to ***lift and strengthen their human resources solutions.***

Part of our success is based upon our ***promise to be flexible and responsive***. We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Social Impact Solutions Group responsible for leading the completion of this project.**

### Social Impact Solutions

Our Social Impact Solutions team combines Financial Solutions, Education Solutions, Human Capital, Government Consulting, and Diversity, Equity, and Inclusion (DEI) to provide an integrated team with subject matter expertise and the financial acumen to help municipalities, government agencies, schools, districts, state agencies, and colleges and universities perform at their best and thrive.

### Technology Solutions

Our Technology Solutions business supports state, local, education, and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security, and strategic IT professional staffing.

# Why Choose MGT/GovHR?

- ✓ ***Unparalleled Expertise and Level of Service***. With executive recruitment experience in 44 states, in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as ***Outstanding*** – indicating a plan to use our services and/or highly recommend us in the future.

- ✓ ***Delivering the Best***. We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.

- ✓ ***A Partner from Start to Finish***. We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

- ✓ ***Services for Any Budget and Any Search***. We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

***"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.***

***I would highly recommend MGT and hope to do business with them again. . ."***

*- Joseph Onzick*
*Executive Director of Finance*
*Kane County, IL*

# Our Team

*The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.*

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Senior Vice President Lee Szymborski. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A.**

## Project Manager & Main Point of Contact

**LEE SZYMBORSKI**
Senior Vice President
414-750-7799
LSzymborski@GovHRusa.com

## Proposal Inquiries

**LAURIE PEDERSON**
Senior Vice President
Operations & Client Services
847.380.3198
LPederson@GovHRusa.com

## PHASE 3
## CANDIDATE EVALUATION & SCREENING

### Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience.
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
  - References provided by the candidate are contacted.
  - Internet/Social Media search conducted on each finalist candidate.

All résumés will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

## PHASE 4
## PRESENTATION OF RECOMMENDED CANDIDATES

### Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

## PHASE 5
## INTERVIEWING PROCESS & BACKGROUND SCREENING

### Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
  - Candidates' credentials.

- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

**MGT BACKGROUND SCREENING**

- ✓ Social Security Trace & Verification
- ✓ US Federal Criminal Search
- ✓ Enhanced Verified National Criminal
  - National Sex Offender Registry
  - Most Wanted Lists FBI, DEA, ATF, Interpol
  - OFAC Terrorist Database Search
  - OIG, GSA, SAM, FDA
  - All felonies and misdemeanors reported to the National Database
- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Leans, and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification – All Degrees Earned

**Optional:** Credit Report – Transunion with score (based on position and state laws)

**Optional:**

- Professional License Verification
- Drug Screen
- Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

## PHASE 6
## APPOINTMENT OF CANDIDATE

**Activities**

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

# Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in Error! Reference source not found..

*Exhibit 1. Proposed Schedule*

| WORK PLAN TASKS | WEEK | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Phase 1: Interviews & Brochure Development | | | | | | | | | | | | | | |
| Phase 2: Advertising, Candidate Recruitment, & Outreach | | | | | | | | | | | | | | |
| Phase 3: Candidate Evaluation & Background Screening | | | | | | | | | | | | | | |
| Phase 4: Presentation of Recommended Candidates | | | | | | | | | | | | | | |
| Phase 5: Interview Process & Additional Background Screening | | | | | | | | | | | | | | |
| Phase 6: Appointment of Candidate | | | | | | | | | | | | | | |

## Commitment to Comprehensive Outreach in Recruitments

MGT is a leader in diversity, equity and inclusion consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT's GovHR also has a long-standing commitment to diversity, equity and inclusion. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride. Our Team Members have moderated and spoken on inclusion topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating inclusivity into recruitment and selection processes.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to increasing inclusion and advancing values of local government leaders at the highest levels of local government organizations.

## MGT/GovHR's Recommendations to RECRUIT and Retain Top Talent

**RESPONSIVE: ROLL OUT THE WELCOME MAT!** Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

**ENCOURAGING:** Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

**COMPETITIVE:** Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

**RESOURCEFUL:** Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as CPA, Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

**UNDERSTANDING:** These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

**INNOVATIVE:** Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

**TRANSPARENT:** Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

# Cost Proposal

*Defined by Impact. Driven by People.*
*Dedicated to the Community.*

**We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.**

## Full Scope Recruitment

| | |
|---|---|
| **Recruitment Fee (price includes $1,000 repeat client discount)** | **$19,500** |

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to Cooper City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at $150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Advertising costs for the position announcement are estimated to be between **$1,500 to $2,500** and will only be billed at actual cost.

**Optional Fees & Expenses:**

Background screenings cost per candidate: **$400**

Can be determined prior to candidate interviews or final interview stage.

## Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

# Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

# Optional Services

*The Nation's Recruitment Leader.*

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

## GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

## RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of $100 per candidate.

## LEADERSHIP/PERSONALITY TESTING

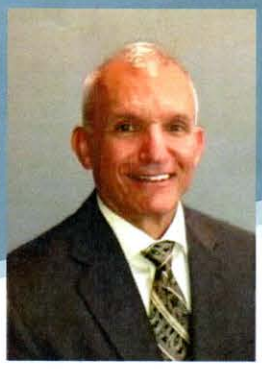
MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between $100 to $500 per candidate.

## 360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.

# Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.



# LEE SZYMBORSKI

GovHR USA
GovTEMPS USA

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with $30 million in combined budgets, and more than 170 employees serving 23,000 residents. He also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a $14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10-community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a $16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Lee's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

## PROFESSIONAL EDUCATION

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts in Political Science, University of Wisconsin – Milwaukee

## PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Speaker at state City Management Association meetings in Wisconsin, Illinois and Missouri
- Former Adjunct Instructor at Upper Iowa University - Milwaukee Center and Concordia University Wisconsin
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

## AWARDS

- Mequon – Thiensville Chamber of Commerce's Distinguished Service Award

## MEMBERSHIPS AND AFFILIATIONS

- Mequon Police and Fire Commission
- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

## PROFESSIONAL BACKGROUND

*Over 33 Years of Experience in Local Government Administration*

- City Administrator, Mequon, WI 1999-2014
- Assistant Village Manager, Buffalo Grove, IL 1987-1999
- Milwaukee County and City of Wauwatosa, WI 1980-1986

P: 847.380.3240 www.govhrusa.com

**CITY OF _____, FLORIDA**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY _____ OF THE CITY OF _____, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, the Mayor and all current elected members of the City _____ (the "City Elected Officials") were elected by the voters of the City subject to and in reliance upon Florida law that required the Mayor and _____ Members to annually file Form 1 (not Form 6) financial disclosures forms; and

**WHEREAS**, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

**WHEREAS,** in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

**WHEREAS,** because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

**WHEREAS**, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

**WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

**WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected

officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

**WHEREAS,** in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

**WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

**WHEREAS,** requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

**WHEREAS,** the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

**WHEREAS**, the City desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected

officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuit"); and

**WHEREAS**, the City _____ believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF _____, FLORIDA AS FOLLOWS:**

**Section 1**: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2**: The City _____ hereby authorizes the participation of the City, and any of individual Members of the _____ who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities.

**Section 3** : Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the City in this litigation. The Firm will charge the City a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the City and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs

from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. [ONLY FOR CITIES WHERE WSH DOES NOT SERVE AS CITY ATTORNEY: The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the City. The City hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the City in the Lawsuit.]

**Section 4:** The City _____ invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

**Section 5**: The City Clerk is directed to distribute this Resolution to all local governments in _____ County.

**Section 6**: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 7**: That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this _____ day of _____, 2024.

_____
Mayor

ATTEST:

_____

City Clerk

Approved as to form:

_____
City Attorney

**Broward Sheriff's Office**
**Cooper City District**
**10580 Stirling Rd.**
**Cooper City, FL 33026**

# EXTERNAL MEMO

Date: 01-01-24 CD24-001

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting January 9, 2024

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As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

## I. Traffic / School Report

a. **Pioneer Middle School *New Traffic Pattern* –** we are excited to share a new, safer traffic pattern launches at Pioneer Middle this week. The pattern will help separate vehicle and pedestrian traffic, while providing a better queueing system. We are grateful for the collaboration on this project, to include our school board partners.

b. **Aggressive Driving Enforcement Campaign –** our traffic team will be continuing to staff evening and weekend enforcement campaigns in 2024 to proactively target aggressive driving and speeding throughout our city. These operations will focus on our main thoroughfares to help combat the identified pattern(s) of traffic accidents, while including some of our interior roadways to address specific resident concerns.

c. **Move Over Law Update –** an expansion to the Florida "move over" law went into effect on January 1, 2024. The updated law now requires drivers to "move over" for *all vehicles* stopped on the side of the road when their

hazard lights are on, or if emergency flares or signs are deployed. As with the past law, if you cannot safely move over, you should reduce your speed by 20mph under the posted speed limit.

## II. Code Report

a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
b. The monthly **gate compliance checks** continue with no major concern.
c. **Parking Enforcement Team –** we are ready to launch our brand-new parking enforcement team this month. This team was created with certified volunteers and will help our Code team address commercial plaza violations and interior neighborhood concerns, such as parking over the sidewalk.

## III. Crime Report

a. **Burglary Reminder:** Last year we continued our downward trend in residential burglaries, but we did experience a few over the past month; each of which occurred while homeowners were on vacation or otherwise away. We want to remind residents on the importance of locking your doors, installing economical home security improvements, and reporting any suspicious activity you may see. Additionally:
    i. **Home Vacation Watch –** we offer a free house watch to our residents. Participation is easy and helps protect your home.
    ii. **Home Security Surveys –** we offer free home security surveys. We will offer insight(s) on how to better protect your home.
    iii. **Call 954-435-2000** for information on either of these free programs.
b. **Burglary Arrest –** we successfully apprehended a subject responsible for burglarizing a business at 12399 SW 53rd St. during our holiday operational period. The apprehended burglar is a past offender who has previously been arrested for committing crime within our city.
c. **STARS Program:** the STARS grant program officially opened for applicants January 1, 2024. It is listed on the city's website and has been actively shared with our community partners.

## IV. Community Involvement / Misc. Report

a. **Fingerprinting, New Service Offered –** we are pleased to offer fingerprinting as a new, free service for our residents in 2024! If you live in Cooper City and have a verifiable address, you may contact our station to book your free appointment (954-435-2000). Currently, we will be offering traditional fingerprinting services, but we are diligently working to add a digital option later this year.
b. **Crafting with a Cop Initiative –** on February 7, 2024, we will be hosting our next "Crafting with a Cop" event at the district station from 6P-7:30P. Check our Facebook page for the Eventbrite information, as seating is limited (follow us @ Cooper City BSO).

## V. Vacancy Report

a. I have one sworn vacancy, and two non-sworn vacancies.

**Broward Sheriff's Office**
**Cooper City District**
**10550 Stirling Rd.**
**Cooper City, FL 33026**

# EXTERNAL MEMO

Date: 01-02-24

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting January 09, 2024

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The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

## I. Fire/Rescue Incident Report

a. Total Fire Related Incidents 077
b. Total Medical Related Incidents 174
c. Total Incidents for December 251

Fastest Unit Response/Mutual Aid calls for December. Cooper City has responded outside its jurisdiction 25 times and has received outside emergency assistance 20 times.
The breakdown for each city is as follows:

| | Pembroke Pines | Hollywood | Davie |
|---|---|---|---|
| BSO/Cooper City Responded outside its jurisdiction | 08 | 00 | 17 |
| Outside agencies responded to Cooper City | 09 | 00 | 11 |

## II. Incident Response Summary for December

| Total responses | Incident responses < 6 min. | Incident responses 6 – 9 min. | Outliers > 9 min. | Incident responses canceled enroute |
|---|---|---|---|---|
| 251 | 142 | 77 | 07 | 25 |

Fastest Response Time: 00:08 sec.
Longest Response Time: 12:20 min.
Average Response Time: 05:34 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for a number of reasons, and those reasons vary with each call.

Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the fastest unit response agreement), all of which can result in an outlier. This month reflects the fastest unit response of 08 seconds. This incident occurred at 5620 S. Flamingo Road at the Ross clothing store. The responding apparatus, R228, was in the vicinity at the time it was dispatched. The longest response time was 12 minutes, 20 seconds. This incident was a response by Quint 28 for Ducklings in a drain. This was a code 1 response (no lights or sirens) in a warehouse district at 12277 SW 55 Street.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Station 28 covers 8.5 square miles which is one of the largest areas covered by any one fire station in Broward County. The average square mile coverage area per fire station is between 4 or 5 square miles. Some of the coverage areas per fire station in Broward County are as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; however, no fire station covers as large an area as Cooper City Fire Station 28.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I am proud of the current services provided by the men and women of Broward Sheriff's Office, but I am open to improving the services wherever and whenever possible. I will gladly assist the City Manager and the City Commission in discussing potential projects towards improving the fire rescue services for the residents and businesses within Cooper City.

## III. Fire Apparatus/Station Report

Fire Hydrant flushing project has been completed for 2023.

| | |
|---|---|
| Total Hydrants: | 1231 |
| Flushed Hydrants: | 1231 |
| Out-of-Service Hydrants: | 0 |
| Pending: | 0 |

## IV. Apparatus Service Days for December

| Unit | In-service days | Out-of-service days | Comments |
|---|---|---|---|
| Q28 | 28 | 3 | Accelerator Issue |
| E28 | 31 | 0 | |
| R28 | 31 | 0 | |
| R228 | 29 | 2 | AC Repair |
| DC28 | 31 | 0 | |

## V. Fire Prevention Report

- Fire Inspections: (FY to Date)
  - i. Total Properties 867
  - ii. Completed Inspections 204
  - iii. Dec 1 – Dec 31, Percentage 23.5%

- Monthly Report for December
  - i. Annual Fire Inspections: 47
  - ii. New Construction Insp: 22
  - iii. Plan Reviews: 08
  - iv. Re-inspections: 20
  - v. Special Events: 00

## VI. Community Outreach Report

- December 1, 2023, Station 28 fire rescue crews and Chief Harrington participated in Light Up Cooper City. E28 delivered Santa to Memorial Park. CERT also attended the event.

- December 7, 2023, Chief Harrington participated in the Light Up Chanukah in Memorial Park.

- December 10, 2023, E28 provided a Santa Drop off for Cooper’s Grove.

- December 11, 2023, Q28 participated in the Gelt/coin drop at Embassy Lakes Clubhouse.

- December 13, 2023, Fire Truck Visit to Littlest Cowboys.

- December 17, 2023, E28 and Q28 participated in the Santa Visits for the residents that signed up this year. Approximately 50 houses were visited between 4:00pm and 9:00pm. Station 32 suppression units provided coverage for emergency calls in Cooper City.

- December 20, 2023, Cooper City Holiday Luncheon in the commission chambers

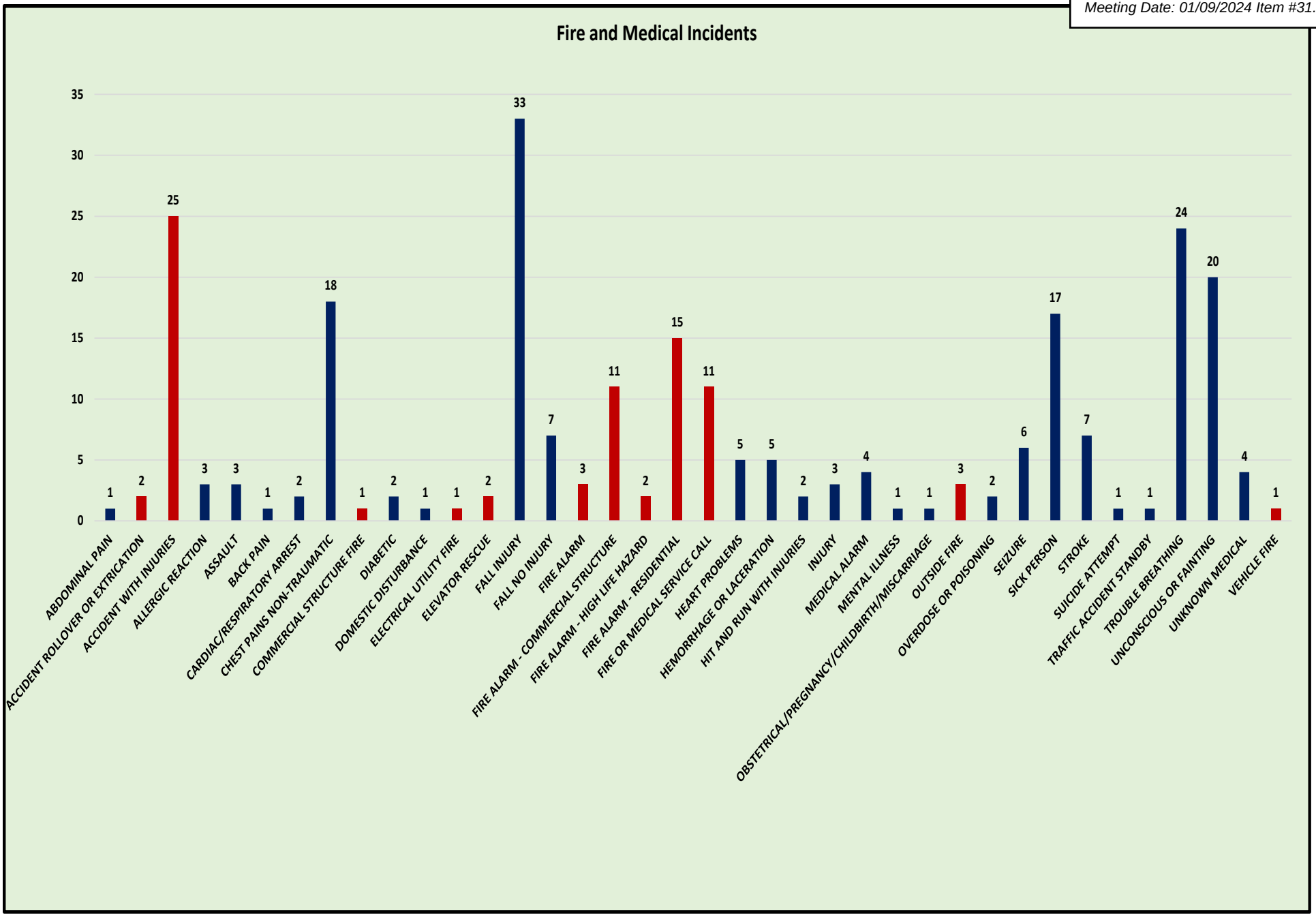
- December 23, 2023, E28 and Q28 participated in the Santa Visits for the residents that signed up this year. Approximately 50 houses were visited between 4:00pm and 9:00pm. Station 32 suppression units provided coverage for emergency calls in Cooper City.

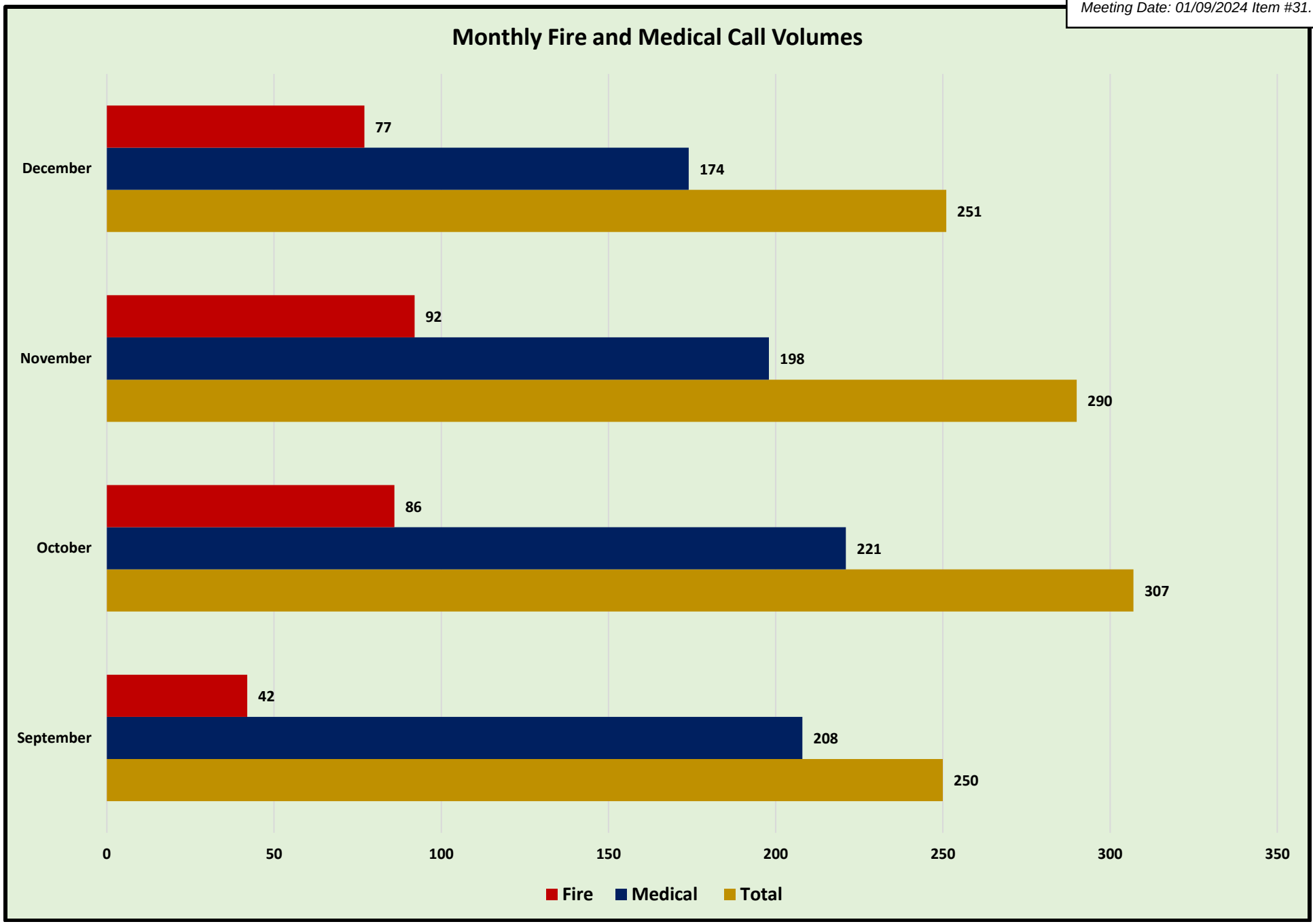
- The CERT program manager, Donna Waskiewicz, has acquired a list of existing businesses within Cooper City. CERT members will be visiting each of these buildings to determine which building has an Automatic External Defibrillator (AED). I anticipate that this project will take several months for the CERT members to provide the necessary documentation to have the AED information placed into the PulsePoint AED app.

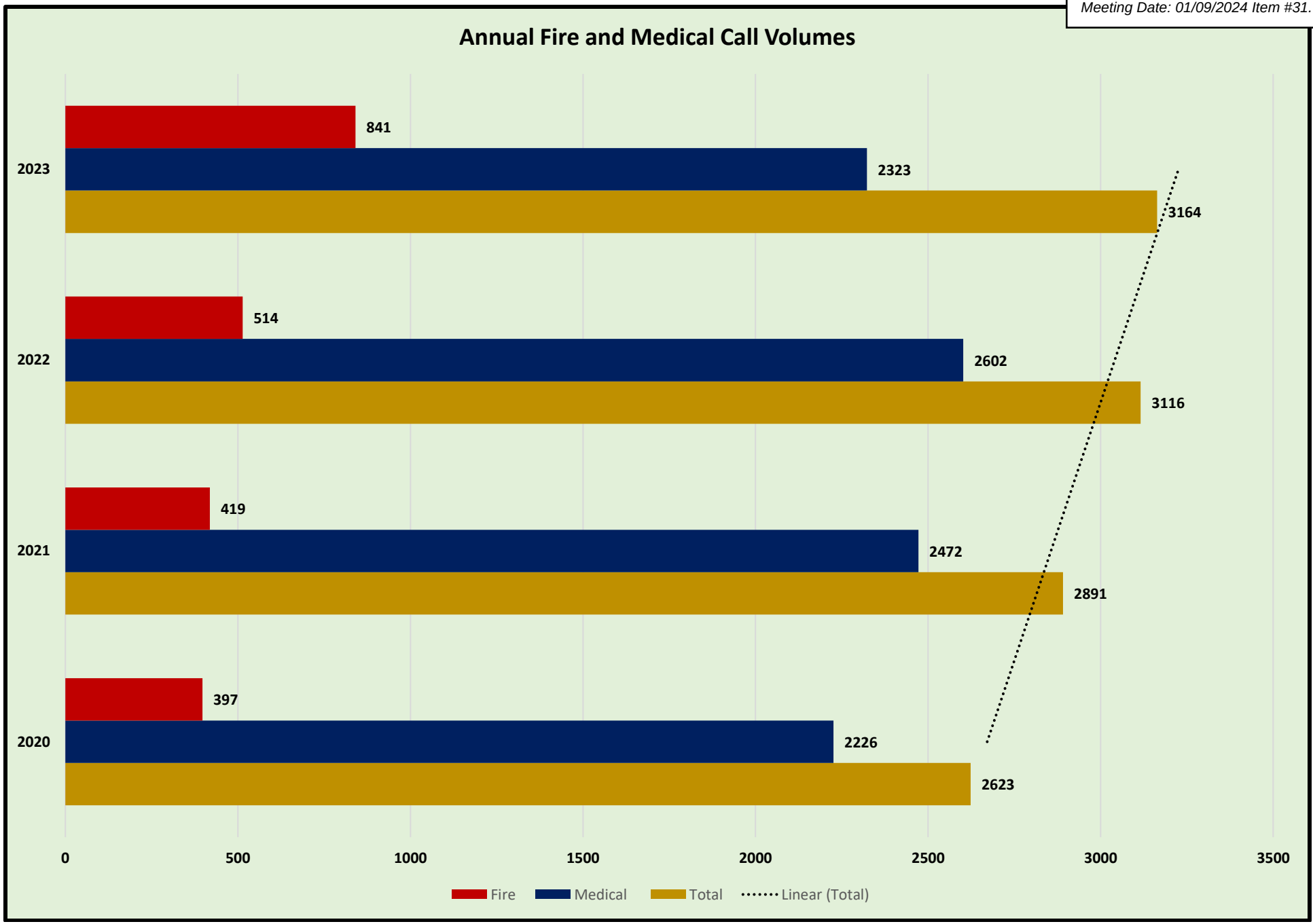
**FIRE HYDRANT DESIGN UPDATE:**

I have met with representatives from 5 schools and the utilities department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students at a discounted rate.

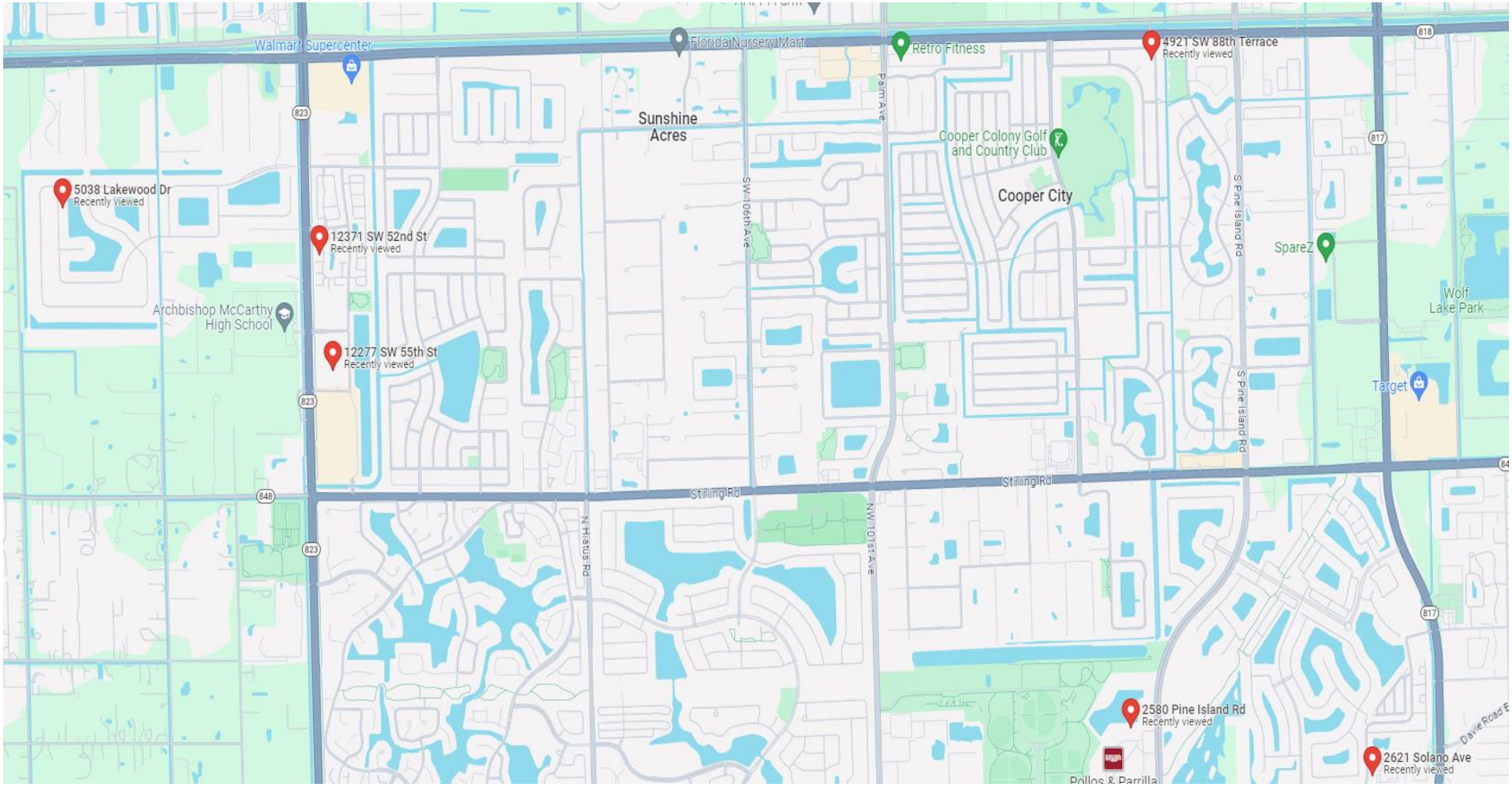
- To date, Franklin Academy fire hydrant designs have been completed. Pictures have been forwarded to Mike Cobelo for posting in the newsletter/website.
- Currently, the students at Embassy Creek Elementary are in the process of painting designs on the fire hydrants surrounding the school.
- The Cooper City teen council has expressed interest in painting designs on the fire hydrants surrounding Memorial Park. Brandon Zickar will be coordinating this project and I will provide the teens with the paint and supplies.
- I will be working with the remaining schools to establish a schedule for their students to participate in the program. The staff and students at all the schools I met with are very enthusiastic about this program. I am looking forward to this initial program being a success and then we will consider a possible expansion of this program.


Fire and Medical Incidents
35
30
25
20
15
10
5
0
1
2
25
3
3
1
2
18
1
2
1
1
2
33
7
3
11
2
15
11
5
5
2
3
4
1
1
3
2
6
17
7
1
1
24
20
4
1
ABDOMINAL PAIN
ACCIDENT ROLLOVER OR EXTRICATION
ACCIDENT WITH INJURIES
ALLERGIC REACTION
ASSAULT
BACK PAIN
CARDIAC/RESPIRATORY ARREST
CHEST PAINS NON-TRAUMATIC
COMMERCIAL STRUCTURE FIRE
DIABETIC
DOMESTIC DISTURBANCE
ELECTRICAL UTILITY FIRE
ELEVATOR RESCUE
FALL INJURY
FALL NO INJURY
FIRE ALARM
FIRE ALARM - COMMERCIAL STRUCTURE
FIRE ALARM - HIGH LIFE HAZARD
FIRE ALARM - RESIDENTIAL
FIRE OR MEDICAL SERVICE CALL
HEART PROBLEMS
HEMORRHAGE OR LACERATION
HIT AND RUN WITH INJURIES
INJURY
MEDICAL ALARM
MENTAL ILLNESS
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE
OUTSIDE FIRE
OVERDOSE OR POISONING
SEIZURE
SICK PERSON
STROKE
SUICIDE ATTEMPT
TRAFFIC ACCIDENT STANDBY
TROUBLE BREATHING
UNCONSCIOUS OR FAINTING
UNKNOWN MEDICAL
VEHICLE FIRE


Monthly Fire and Medical Call Volumes
December
77
174
251
November
92
198
290
October
86
221
307
September
42
208
250
0
50
100
150
200
250
300
350
Fire
Medical
Total


Annual Fire and Medical Call Volumes
2023
841
2323
3164
2022
514
2602
3116
2021
419
2472
2891
2020
397
2226
2623
0
500
1000
1500
2000
2500
3000
3500
Fire
Medical
Total
Linear (Total)

# OUTLIERS




| Address | Response time | Address | Response time |
|---|---|---|---|
| 12277 SW 55 Street | 12:20 | 5038 Lakewood Drive | 10:06 |
| 2580 Pine Island Road | 10:56 | 2621 Solano Avenue | 09:56 |
| 12371 SW 52 Street | 10:24 | 4921 SW 88 Terrace | 09:15 |
| 2580 Pine Island Road | 10:11 | | |