



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, April 12, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Official Election Results - Interim Town Attorney Horowitz	5
2023 OFFICIAL ELECTION Pembroke Park Official Results	
5.2. Commission duties and responsibilities - Interim Town Attorney Horowitz	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	6 - 33
Regular Commission Meeting, February 8, 2023	
Pension Board Meeting, February 8, 2023	
Workshop Commission Meeting, February 22, 2023	
Regular Commission Meeting, March 8, 2023	
Workshop Commission Meeting, March 22, 2023	
2023 OFFICIAL ELECTION Pembroke Park Official Results	
02 08 2023 REGULAR COMMISSION MEETING	
02 08 2023 PENSION BOARD MEETING	
02 22 2023 WORKSHOP COMMISSION MEETING	
03 08 2023 REGULAR COMMISSION MEETING	
03 22 2023 WORKSHOP COMMISSION MEETING	
7.2. FLC - Mayor Jacobs	34
FLC Dinner Municipal June 17 2023	
7.3. Mutual Aid with Broward County School Board - Police Chief Howard	35 - 48
Staff recommends entering into this agreement as it will allow our officers access to the cameras on the school property.	
Agenda Item Report - AIR-23-030 - Pdf	

- 7.4. Job Fair - Commissioner Mohammed
- 7.5. Citizenship Drive - Commissioner Mohammed

8. RESOLUTIONS

- 8.1. REVISED Resolution 2023-004 Appointing Commissioners - Consultant Attorney Horowitz 49 - 61

RESOLUTION NO. 2023-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[2023-004 REVISED](#)
[TPP CHARTER](#)

9. ORDINANCES - NONE

10. NEW BUSINESS

- 10.1. Assignment of Boards and Committees - Commissioner Mohammed 62 - 70
 Florida League Cities
 Broward League of Cities
 Metropolitan Planning Organization meeting are the 2nd Thursday of the month

[FLC Committees 22-23 Legislative Policy Process](#)
[FLC FAST & Advocacy committee](#)
[AM League of cities calendar of events](#)
[BLC 23-24 Board Request Appointment](#)
[BLC Attendance 22-23](#)

- 10.2. Abatement request for Mrs. Feeney - Commissioner Mohammed
- 10.3. ITB Building Department Built Out - Town Manager Jimenez
- 10.4. Building Official Services with Safebuilt - Town Manager Jimenez 71 - 274
[TM Town of Pembroke Park - Piggyback PSA 3.13.2023](#)
- 10.5. MOU with Miami Gardens Police Department - Police Chief Howard 275 - 282

Staff Recommends entering into a Law Enforcement agreement with Miami Gardens Police as they neighbor our Town.

[Agenda Item Report - AIR-23-038 - Pdf](#)

- 10.6. Introduction of Fraternal Order of Police to Commission - Police Chief Howard 283
- FOP Officer Brian Dodge would like to introduce the FOP to the Commission
- [Agenda Item Report - AIR-23-036 - Pdf](#)
- 10.7. Flock camera access for Pembroke Park Officers - Police Chief Howard 284 - 298
- Staff strongly recommends entering into this agreement for access to Flock camera products.
- [Agenda Item Report - AIR-23-033 - Pdf](#)
11. OLD BUSINESS - NONE
12. DISCUSSION
- 12.1. Pembroke Park History - Mayor Jacobs
- 12.2. Forensic audit of Town's financials - Mayor Jacobs
- 12.3. Police - Mayor Jacobs
- 12.4. Civility resolution violation by Clerk Commissioner Hodgkins - Mayor Jacobs 299
- [MAYOR POST HODGKINS](#)
13. ATTORNEY REPORTS
- 13.1. Ordinance No. 2023-10 Broward County - Interim Town Attorney Horowitz 300 - 303
- [TA Broward County Ordinance 2023-10](#)
14. TOWN MANAGER REPORTS
15. COMMISSION REPORTS
- Commissioner Morrisette
- Commissioner Mohammed
- Commissioner Kashem
- Clerk Commissioner Hodgkins
- Mayor Jacobs
16. ANNOUNCEMENTS
- 16.1. Special Magistrate Hearing, Wednesday, April 19, at 9:00 AM
- Workshop Commission meeting, Wednesday, April 26, at 6:00 PM
- Regular Commission meeting, Wednesday, May 10, at 7:00 PM
17. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED

Regular Commission Meeting

April 12, 2023

Page 3 of 303

A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

RUN DATE:03/16/23 05:03 PM

	TOTAL VOTES	%	ED	AV	PV
PRECINCTS COUNTED (OF 49)	49	100.00			
REGISTERED VOTERS - TOTAL	185,983				
BALLOTS CAST - TOTAL	13,074		6,227	6,846	1
BALLOTS CAST - BLANK	16	.12	4	12	0
VOTER TURNOUT - TOTAL		7.03			
VOTER TURNOUT - BLANK		.01			

Pembroke Park, Town Commissioner, At Large, District 1
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Charisse "CC" Colon (NPA)	69	26.24	54	15	0
Erik Morrisette (NPA)	194	73.76	165	29	0
Over Votes	0		0	0	0
Under Votes	17		15	2	0

Pembroke Park, Town Commissioner, At Large, District 4
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Reynold "Rey" Dieuveille (NPA)	116	44.11	96	20	0
Musfika Kashem (NPA)	147	55.89	125	22	0
Over Votes	1		1	0	0
Under Votes	16		12	4	0

Pembroke Park, Town Commissioner, At Large, District 5
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Anthony Jackson (NPA)	79	30.15	64	15	0
Ashira Mohammed (NPA)	183	69.85	156	27	0
Over Votes	0		0	0	0
Under Votes	18		14	4	0

X

County Judge

X

County Commissioner

X

Supervisor of Elections

RUN DATE:03/16/23 05:03 PM

	TOTAL VOTES	%	ED	AV	PV
PRECINCTS COUNTED (OF 49)	49	100.00			
REGISTERED VOTERS - TOTAL	185,983				
BALLOTS CAST - TOTAL	13,074		6,227	6,846	1
BALLOTS CAST - BLANK	16	.12	4	12	0
VOTER TURNOUT - TOTAL		7.03			
VOTER TURNOUT - BLANK		.01			

Pembroke Park, Town Commissioner, At Large, District 1
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Charisse "CC" Colon (NPA)	69	26.24	54	15	0
Erik Morrisette (NPA)	194	73.76	165	29	0
Over Votes	0		0	0	0
Under Votes	17		15	2	0

Pembroke Park, Town Commissioner, At Large, District 4
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Reynold "Rey" Dieuveille (NPA)	116	44.11	96	20	0
Musfika Kashem (NPA)	147	55.89	125	22	0
Over Votes	1		1	0	0
Under Votes	16		12	4	0

Pembroke Park, Town Commissioner, At Large, District 5
(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Anthony Jackson (NPA)	79	30.15	64	15	0
Ashira Mohammed (NPA)	183	69.85	156	27	0
Over Votes	0		0	0	0
Under Votes	18		14	4	0

X

County Judge

X

County Commissioner

X

Supervisor of Elections



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, February 8, 2023 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 07:06PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:06 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuville, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacob Horowitz, Town Attorney; Marlen Martell, Town Clerk; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle; Mark Pakula, Information Technology Director; and Suzi Reutlinger, Assistant to Town Clerk

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR DIEUVEILLE SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

ADD 11.12 VOTE PENSION

5 PRESENTATIONS / PROCLAMATIONS

1. Proclamation Black History Month - Mayor and Commissioners
PROCLAMATION READ BY MAYOR JACOBS

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

Town of Pembroke Park
Regular Commission Meeting
February 8, 2023

7 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell

2. Changing Department Name – Code Enforcement to Code Compliance Department -
HR Director Friedman, Building Official Nunez
ITEM PLACED ON CONSENT AGENDA

3. Increasing Sewer Headcount - Mayor Jacobs, HR Director Friedman

HR DIRECTOR TO ADD TWO (2) MORE MAINTENANCE EMPLOYEES AND TO
PROMOTE AN EMPLOYEE TO CREW LEADER.

HR DIRECTOR WAS ASKED TO PUT A CELLULAR POLICY TOGETHER WHICH
INCLUDES UNLOCKING CELL PHONES AND TO WORK WITH I.T. DIRECTOR
PAKULA

4. Additional "Pro" licensing for Axon Body Cameras

ITEM PLACED ON CONSENT AGENDA

5. Salvage Vehicle - Chrysler Sebring - Building Official Nunez
MOTION TO APPROVE THE CONSENT AGENDA MADE BY
**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

8 RESOLUTIONS

1. Fire Assessment - Town Manager Jimenez

RESOLUTION 2022-023

A RESOLUTION OF THE TOWN OF PEMBROKE PARK CONFIRMING THE
**COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND
COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE TOWN WHICH
MAY BE LEVIED BY THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE
PROVISION OF FIRE RESCUE SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT ON FEBRUARY 8TH MEETING

MOTION TO APPROVE RESOLUTION 2022-023 MADE BY

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

9 ORDINANCES - 1ST READING

Town of Pembroke Park
Regular Commission Meeting
February 8, 2023

1. Presentation - Planning Consultant Vonder Meulen

2. 22-CP-03 Land Use Plan Amendment (LUPA) - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

MOTION TO APPROVE ORDINANCE 2023-001

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

3. 22-RZ-01 Text Amendment Application MXE District - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING;" CREATING DIVISION 5.8, TO BE ENTITLED "MXE - MIXED-USE ENTERTAINMENT DISTRICT;" PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

MOTION TO APPROVE ORDINANCE 2023-002

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

4. 22-RZ-04 Rezoning B-1 and M-1 to MXE - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED "ZONING;" PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN'S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

MOTION TO APPROVE ORDINANCE NO 2023-003

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

10 ORDINANCES - 2ND READING

1. Amending responsibility for connection to Town system - Building Official Nunez

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "Responsibility for connection to Town system" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; RESCINDING ORDINANCE NO. 2022-010; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment.

MOTION TO APPROVE ORDINANCE NO. 2022-017

MOTION TO APPROVE MADE BY CLERK COMMISSIONER BILL HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

11 NEW BUSINESS

1. Broward County Interlocal Agreement for Temporary Debris Management Sites - Building Official Nunez

MOTION TO APPROVE INTERLOCKING AGREEMENT FOR TEMPORARY DEBRIS MANAGEMENT SITES

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

2. Police Academy Sponsorship - Police Chief Howard

MOTION TO APPROVE POLICE ACADEMY SPONSORSHIP

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

3. New employee's reimbursement contract - Police Chief Howard

MOTION TO APPROVE NEW EMPLOYEE'S REIMBURSEMENT CONTRACT

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

4. Senate request for funding of a Community Service Aid Program (CSA) - Police Chief Howard

MOTION TO APPROVE ARPA FOR THE FUNDING OF TWO COMMUNITY SERVICE AID EQUIPMENT

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

5. Representative request - Police Chief Howard

MOTION TO APPROVE ARPA FUNDS FOR BACK END SOFTWARE FOR BODY CAMS FOR \$25,000.00

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

6. Power DMS Renewal - Police Chief Howard

DISCUSSION ONLY

7. Capital Improvement Plan - Town Manager Jimenez

MOTION TO ADOPT THE CAPITAL IMPROVEMENT PLAN FY 2023

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

8. Environmental Assessment and Fee Proposal - Town Manager Jimenez

MOTION TO APPROVE ENVIRONMENTAL ASSESSMENT AND FEE PROPOSAL

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

9. Christmas Lights Budget - Mayor Jacobs

MOTION TO APPROVE CHRISTMAS LIGHT BUDGET

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

10. L.W.C.F Grant - Mayor Jacobs

MOTION TO APPROVE L.W.C.F GRANT (REMOVING THE SKATE PARK)

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

11. Monthly Farmers Market - Mayor Jacobs

MOTION TO APPROVE A MONTHLY FARMERS MARKET

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

12. PENSION

MOTION TO APPROVE AMENDED PENSION

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

12 OLD BUSINESS NONE

13 DISCUSSION

14 ATTORNEY REPORTS NONE

15 TOWN MANAGER REPORTS APPROVED DESIGN FOR FORCE MAIN
IMPROVEMENTS,

16 COMMISSION REPORTS CLERK COMMISSIONER HODGKINS- NONE
VICE MAYOR DIEUVEILLE - REPAVING AROUND 32ND AND 33RD, INCOMPLETE.
TOWN MANAGER WILL BRING BACK NEXT MEETING
MAYOR JACOBS - ATTENDED MPO EVENT. 20TH ANNUAL RELATORS

17 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, February 15, 2023 at 9:00 AM
Workshop Commission Meeting, Wednesday, February 22, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, March 8, 2023 at 7:00 PM

Town of Pembroke Park
Regular Commission Meeting
February 8, 2023

18 ADJOURNMENT 8:08 PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (td).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



MINUTES PENSION BOARD MEETING

6:30 PM - Wednesday, February 8, 2023
Council Chambers

The PENSION BOARD MEETING of the Town of Pembroke Park was called to order on Wednesday, February 8, 2023, at 6:30 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville; and Clerk Commissioner Williams Hodgkins

EXCUSED:

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney Jacob Horowitz; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; and Joseline Ramirez, Chief Code Enforcement Officer

4 PRESENTATIONS

a) Commissioners Pension Update - Pension Advisor Rosen

ACTUARIAL REPORT PRESENTATION BY GLORIA ROSEN

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuville

MOTION TO APPROVE THE COMMISSIONERS PENSION UPDATE

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

5 ATTORNEY COMMENTS NONE

6 TOWN MANAGER COMMENTS

NONE

7 COMMISSIONER COMMENTS

NONE

8 ADJOURNMENT

WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 6:47PM.

Commission approved on: _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK
Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
Wednesday, February 22, 2023
6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Mayor Jacobs called meeting to order at 6:05PM

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney Jacob Horowitz; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; and Joseline Ramirez, Chief Code Enforcement Officer

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA 14.5 Inflow and Filtration Project
14.6 Lift Station 19 Repair
14.7 Lift Station 14
14.8 Lift Station 17

5 PRESENTATIONS

1. Donation of Ballistic Shields - Tracey Schofield

Town of Pembroke Park
Workshop Commission Meeting
February 22, 2023

Tracey Schofield from Pinellas Park spoke on record.

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane

Chief Kane presented and submitted report for Commission review.

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. January 2023 Monthly Report

Building Official Nunez presented and submitted his report for Commission review.
Impact fee to be sent to contractor for a proposal.

2. Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue

Approve lowest bidder Paragon for \$ 59,560.00
Item moved to Consent Agenda

8 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

1. Code Compliance Report - Jan 2023

Chief Code Compliance Officer Ramirez presented and submitted report for Commission review.

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. Revenue and Expenditure Report

Finance Director Brown presented and submitted report for Commission review.

2. ARPA Funds Update

Finance Director Brown presented and submitted report for Commission review.

10 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

HR Director Friedman presented and submitted report for Commission review.
Item placed on Consent Agenda

2. Investigation Procedures

HR Director Friedman presented Investigation Procedures
Item placed on Consent Agenda

11 IT DEPARTMENT - IT DIRECTOR PAKULA

1. Upgrade Fiber for Police Department

IT Director Pakula presented item regarding upgrade to the higher speed.
Item placed on Consent Agenda

IT Director stated that the Business Tax visual is in real time.

12 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN NONE

13 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Monthly Report

Major Donovan presented and submitted report for Commission review.

14 PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR

1. Broward County Interlocal Agreement for Solid Waste

Item Placed on Consent Agenda

2. Broward County Interlocal Agreement Renewal - gas tax

Item placed on Consent Agenda

3. Emergency sewer repair - 4320 S.W. 30th Street

Item placed on Consent Agenda

4. Public Works - salvage equipment

Town of Pembroke Park
Workshop Commission Meeting
February 22, 2023

Item placed on Consent Agenda

5. INI Project Lift station 3,4 & 5

Dan Shull from Craig A Smith spoke on record.
\$39,500 to get lift station shovel ready for apply for a Grant funding.
Item placed on Consent Agenda

6. Lift Station 19 Repair Coca Cola Lift station

Dan Shull from Craig A Smith spoke on record.
\$184, 290 to get lift station shovel ready to apply for Grant Funding
Item placed on Consent Agenda

7. Lift Station 14 Repair - Lift station near Dale village

Dan Shull from Craig A Smith spoke on record.
\$167,790 to get lift station shovel ready to apply for Grant Funding
Item placed on Consent Agenda

8. Lift station 17 Repair - lift station near Watkins Elementary School

Dan Shull from Craig A Smith spoke on record
\$270,290 to get lift station shovel ready to apply for Grant funding
Item placed on Consent Agenda

15 OLD BUSINESS

16 NEW BUSINESS

17 DISCUSSION

1. Grant Awarded - Mayor Jacobs

Resilient Florida Program Planning Grant Awards FY 2022-2023 # 19
\$200,000 Granted for the Vulnerability Assessment

18 TOWN CLERK COMMENTS Upcoming Election

19 ATTORNEY COMMENTS None

Town of Pembroke Park
Workshop Commission Meeting
February 22, 2023

20 TOWN MANAGER COMMENTS Town Manager J.C Jimenez stated that the fire fee Contract was in progress, he obtained the necessary data from BSO Fire. He also stated that we are exploring the possibility of changing the sewer force main to gravity main project. We are currently waiting for the revised quote from Keith and Associates.

21 COMMISSIONER COMMENTS

1. Clerk Commissioner Hodgkins - None

Vice Mayor Dieuveille - absent

Mayor Jacobs - Mayor Jacobs recognized Dee Carper. He also stated that he supports State Representative Marie Woodson who extends Homestead Exemption to spouses of Federal Officers and First responders with additional tax break upon loss of life.

Finance Director to send Commission update on Joint Legislative Auditing Committee (JLAC) and the Annual Finance Report.

22 ANNOUNCEMENTS

1. Food Distribution, Saturday, March 4, 2023 from 9AM to 1PM

Regular Commission Meeting, Wednesday, March 8, 2023 at 7:00 PM

Town of Pembroke Park Election, Tuesday, March 14, 2023

Special Magistrate Hearing, Wednesday, March 15, 2023 at 9:00 AM

Workshop Commission Meeting, Wednesday, March 22, 2023 at 7:00 PM

23 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 7:46 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission approved on: _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

Town of Pembroke Park
Workshop Commission Meeting
February 22, 2023

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, March 8, 2023 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:09pm

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 7:09 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney, Town Attorney; Marlen Martell, Town Clerk; Miguel Nunez, Building Official; Babette Friedman, HR Director; Roy Brown, Finance Director; David Howard, Interim Chief of Police; Ra Shanna, Major; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police; Lucie Manzerolle, Building Manager; and Suzi Reutlinger, Assistant to Town Clerk

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

REMOVE ITEM 7.6

ADD RESOLUTION 8.1 & 8.2

MOVE LINE ITEM 7.3 TO NEW BUSINESS ITEM 10.2

MOTION TO APPROVE THE AGENDA AS STATED MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
Regular Commission Meeting
March 8, 2023

1. Distinguished Service Award honoring Christopher Williams - Mayor Jacobs, Police Chief Howard

AWARD PRESENTED TO MR. CHRISTOPHER WILLIAMS.

2. Distinguished Service Award honoring Katarina Palushaj - Mayor Jacobs, Police Chief Howard

AWARD PRESENTED TO KATARINA PALUSHAJ

3. Proclamation National Women's History Month - Mayor and Commission

PROCLAMATION OF NATIONAL WOMEN'S HISTORY MONTH READ INTO RECORD BY MAYOR JACOBS.

4. Proclamation Irish American Heritage Month - Mayor and Commission

PROCLAMATION OF IRISH AMERICAN HERITAGE MONTH WAS READ INTO RECORD BY MAJOR JACOBS.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

DEBORAH FEENE SPOKE ON RECORD

ATTORNEY MATT KARIM SPOKE ON RECORD

7 CONSENT AGENDA

MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

1. Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue

2. Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

3. Investigation Procedures

ITEM MOVED TO NEW BUSINESS ITEM NUMBER 10.2

4. Upgrade Fiber for Police Department

IT Director Pakula presented item regarding upgrade to the higher speed

5. Broward County Interlocal Agreement for Solid Waste

6. Broward County Interlocal Agreement Renewal - gas tax

ITEM REMOVED FROM THE AGENDA

7. Emergency sewer repair - 4320 S.W. 30th Street

8. Public Works - salvage equipment

9. Professional Engineering Services Proposal for inflow/infiltration - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

10. Professional Engineering Services Proposal for Lift Station 19 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

11. Professional Engineering Services Proposal for Lift Station 17 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

12. Professional Engineering Services Proposal for Lift Station 14 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

8 RESOLUTIONS

1. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez

RESOLUTION NO. 2023-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2023-002 MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

2. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez

RESOLUTION NO. 2023-003

Town of Pembroke Park
Regular Commission Meeting
March 8, 2023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO APPROVE RESOLUTION 2023-003 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUEVILLE. MOTION PASSED 3-0.

9 2ND READING OF ORDINANCES

1. Presentation - Planning Consultant Vonder Meulen

FOR DISCUSSION PURPOSES ONLY.

2. 22-CP-03 Land Use Plan Amendment (LUPA) - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT**

**MOTION TO APPROVE ORDINANCE 2023-001 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUEVILLE.
MOTION PASSED 3-0.**

Town of Pembroke Park
Regular Commission Meeting
March 8, 2023

3. 22-RZ-01 Text Amendment Application MXE District - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING;" CREATING DIVISION 5.8, TO BE ENTITLED "MXE - MIXED-USE ENTERTAINMENT DISTRICT;" PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT

MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2023-002 MADE BY VICE MAYOR REYNOLD DIEUEVILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

4. 22-RZ-04 Rezoning B-1 and M-1 to MXE - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED "ZONING;" PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN'S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT

RESIDENT DAVID ROACH SPOKE ON RECORD

MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE NO 2023-003 TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUEVILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10 NEW BUSINESS

1. Copier purchase for Accreditation efforts. Our Accreditation Grant covers the copier - Police Chief Howard

MOTION TO APPROVE COPIER MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

2. CELL PHONE POLICY

MOTION TO APPROVE CELL PHONE POLICY WITH CHANGES STATED MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

11 OLD BUSINESS

NONE

12 DISCUSSION

MAYOR JACOBS WANTED TO DISCUSS WITH HR DIRECTOR FRIEDMAN REGARDING OPEN POSITIONS.

CODE OFFICER AND BTR POSITION

REVIEW STORM WATER AND SEWER POSITION

PUBLIC SERVICES DIRECTOR

13 ATTORNEY REPORTS ATTORNEY STATED THAT EFFECTIVE JANUARY 1ST, THERE WAS AN AMENDMENT REGARDING LOBBYING. ATTORNEY WILL BE MONITORING IT.

14 TOWN MANAGER REPORTS

TOWN MANAGER TO BRING FINAL REPORT FOR THE ECONOMIC DEVELOPMENT TO COMMISSION. TOWN MANAGER ALSO GAVE AN UPDATE REGARDING THE ASPHALT. THE JOB WAS NOT COMPLETED AND ARE WORKING ON GETTING IT DONE.

SINK HOLE UPDATE, TOWN MANAGER STATED THAT THERE WERE NO BIDDERS.

15 COMMISSION REPORTS

CLERK COMMISSIONER HODGKINS- NONE

VICE MAYOR DIEUVEILLE – NONE

MAYOR JACOBS - PAYROLL FOR PD IS GOING GOOD. MAYOR STATED THAT THERE WAS A SUCCESSFUL FOOD DRIVE THIS PAST WEEKEND, AND THAT

THERE WILL BE A FOOD DRIVE THE 1ST OF EVERY MONTH. VOLUNTEERS WELCOMED FROM 9AM TO 1PM

16 ANNOUNCEMENTS

1. Election Day, Tuesday, March 14th from 7AM to 7PM
Special Magistrate Hearing, Wednesday, March 15, 2023 at 9:00AM
Workshop Commission meeting, Wednesday, March 22, 2023 at 6:00PM
Swearing In Ceremony for newly elected, Wednesday, April 12, 2023 at 6:00 PM
Regular Commission meeting, Wednesday, April 12, 2023 at 7:00 PM

17 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 7:55PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (td).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Regular Commission Meeting
March 8, 2023



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, March 22, 2023

6:00 PM

Mayor Geoffrey Jacobs
Clerk Commissioner William Hodgkins
Commissioner Ashira Mohammed
Commissioner Erik Morrisette
Commissioner Musfik Kashem

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Mayor Jacobs called meeting to order at 6:00pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:00 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; and

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA None

5 PRESENTATIONS NONE

1. Police Department Presentation - Police Chief Howard

DAVE HOWARD PRESENTED AND SUBMITTED REPORT TO COMMISSION

Town of Pembroke Park
Workshop Commission Meeting
March 22, 2023

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane
Will not be presenting at this meeting.

7 BUILDING DEPARTMENT

1. Building Department Monthly Report - February 2023

STEVE PIZZILLO SPOKE ON RECORD

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Compliance Monthly Report - February 2023

JOSELYN RAMIREZ PRESENTED REPORT AND SUBMITTED TO THE COMMISSION FOR REVIEW

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN NONE

10 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN CHIEF BUILDING OFFICIAL ON ADMIN LEAVE WITH PAY, NO FURTHER DISCUSSION COULD BE HELD BECAUSE OF THE ON-GOING INVESTIGATION

11 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

12 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN NONE

13 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Mutual Aid with Broward County School Board

ITEM PLACED ON CONSENT AGENDA

14 PUBLIC SERVICES DEPARTMENT

CONTRACT FOR THE SINKHOLE REPAIR HAS BEEN EXECUTED, AWAITING A START DATE

TOWN MANAGER MET WITH ENGINEERS AT KIMLEY HORN AND ASSOCIATES, WHO ARE CURRENTLY WORKING ON THE STORMWATER MASTER PLAN. DRAFT EXPECTED IN ABOUT TWO MONTHS.

TOWN MANAGER WORKING ON THE FLORIDA RESILIENCY GRANT WHICH WAS RECENTLY AWARDED TO THE TOWN. HE SUBMITTED THE CONTRACT

INFORMATION REQUESTED BY THE STATE AND AM CURRENTLY WORKING WITH CONNIE ON THE GRANT WORK PLAN WHICH IS DUE ON APRIL 4, 2023. THE DESIGNS FOR THE REHABILITATION OF LIFT STATIONS 14, 17 AND 19 ARE UNDERWAY WITH CRAIG A SMITH AND ASSOCIATES. THE DESIGN FOR THE INFLOW AND INFILTRATION STUDY IS ALSO UNDERWAY BY CRAIG A SMITH AND ASSOCIATES. THE ENVIRONMENTAL ASSESSMENT AT THE PRESERVE STARTED THIS WEEK WITH THE FIELD REVIEW WORK. SCALAR, WILL SOON START COORDINATION WITH THE U.S. FISH AND WILDLIFE FOR THE PROTECTED FLORIDA BONNETED BAT. THIS ASSESSMENT IS A REQUIREMENT FOR THE LAND AND WATER CONSERVATION FUND GRANT APPLICATION. THE SANITARY SEWER MASTER PLAN IS UNDERWAY WITH CRAIG A. SMITH AND ASSOCIATES. THE FRDAP GRANT FOR THE FOOD FOREST WALKWAY IN BEING CLOSED OUT. THE LAST PICTURE OF THE HOURS OF OPERATIONS SIGN WAS SUBMITTED THIS WEEK. WE RECEIVED THE SEALED BIDS LAST WEEK FOR THE ROOF REPLACEMENT AT TOWN HALL. CURRENTLY, REVIEWING THE BIDS AND WILL BE PROVIDING A RECOMMENDATION AT THE NEXT COMMISSION MEETING. TOWN MANAGER WITH ALEJANDRO VARGAS FROM THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT TO CLOSE OUT THE JOHN P. LYON DRAINAGE PROJECT PHASE I DESIGN. CURRENTLY WORKING WITH THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ON THE OTHER TWO GRANTS THAT ARE OPEN. INTERVIEWS FOR PUBLIC WORKS DIRECTOR ARE ON FRIDAY 3/24/2023.

15 OLD BUSINESS

16 NEW BUSINESS

17 DISCUSSION

1. 66th Annual Gala - Mayor Jacobs

ITEM PLACED ON CONSENT

2. Employees in Public Services - Mayor Jacobs

TOWN MANAGER AND HUMAN RESOURCES DIRECTOR TO DISCUSS THEIR CONCERNS REGARDING COMPENSATION WITH OUTSIDE EMPLOYEES.

3. Mobile home parks utilities - Mayor Jacobs

Town of Pembroke Park
Workshop Commission Meeting
March 22, 2023

DISCUSSION TO MAKE OTHER COMMISSIONERS AWARE.

4. Discussion with the new administration - Mayor Jacobs

Town Clerk- MAYOR ASKED TOWN CLERK WHY DIGITAL CODE WASN'T UTILIZED, TOWN CLERK RESPONDED SAYING THAT, THAT PROCESS IS NOT REQUIRED.

Public works - NO PUBLIC WORKS DIRECTOR FOR A FEW MONTHS.

Building Department/Building Official - TOWN CLERK RESPONDED TO MAYORS COMMENTS REGARDING THE BUILDING INSPECTOR

USDA Loan - TOWN FINANCE DIRECTOR TO LOCATE MONEY.

5. Florida League Cities - Commissioner Mohammed - WOULD LIKE TO PUT ON NEXT AGENDA WITH AN AMOUNT NOT TO EXCEED WHATEVER CALLES ARE TO ATTEND WITH THE FLORIDA LEAGUE OF CITIES.

Metropolitan Planning Organization - NEXT MEETING TO DETERMINE WHO WILL SIT AND ON WHAT COMMITTEE.

Assignments - SEE ABOVE

Authority to send people to IEMO - DISCUSSION

Abatement request for Mrs. Feeney and Bodega - FULL REPORT NEEDS TO BE SUBMITTED FOR THE NEXT MEETING.

Citizenship Drive - TOWN MANAGER TO REACH OUT TO THE COUNTY ADMINISTRATOR

Job Fair - MOVING FORWARD TO ORGANIZE JOB FAIR.

18 TOWN CLERK COMMENTS

1. Amend Ordinances in the Code - TOWN CLERK WILL BRING CHANGES

Sunshine Law - INTERIM TOWN ATTORNEY GOREN SUMMARIZED THE SUNSHINE LAW.

19 ATTORNEY COMMENTS CHARTER HASN'T BEEN UPDATED SINCE 1958, ATTORNEY HAS BEEN WORKING DILIGENTLY ON GOING THRU THE PROCESS.

20 TOWN MANAGER COMMENTS NONE

21 COMMISSIONER COMMENTS

1. Commissioner Ashira Mohammed - SHE STATED THAT SHE IS GLAD TO BE BACK

Commissioner Erik Morrisette - HE STATED THAT THIS WILL BE A LEARNING CURVE, BUT THAT HE WILL WORK TOGETHER WITH THE CITIZENS AND HE WILL DO HIS BEST

Commissioner Musfika Kashem - SHE STATED THAT SHE WANTS TO LEARN

Clerk Commissioner Hodgkins - WELCOMED THE NEW COMMISSIONERS AND THANKED EVERYONE

Mayor Jacobs - NONE

22 ANNOUNCEMENTS

1. Charter Review Committee meeting, Monday, March 27 at 6:00 PM

Regular Commission Meeting, Wednesday, April 12 at 7:00 PM

Special Magistrate Hearing, Wednesday, April 19 at 9:00 AM

Workshop Commission Meeting, Wednesday, April 26 at 6:00 PM

23 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 7:42 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Workshop Commission Meeting
March 22, 2023



BROWARD LEAGUE OF CITIES



66th Annual Gala

Margaritaville Beach Resort | June 17, 2023

PREMIER SPONSOR | \$5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event Program
- Prominent Screen Recognition at Event & on League Website
- Pre & Post Social Media Recognition
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Event Press Release Recognition

MINIMUM SPONSOR | \$3,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Event Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

Ad Deadline is May 26, 2023 at 12:00 Noon
Half Page Ad Size is 5.5"H x 8.5"W
Logo Preference: High Resolution PNG

AGENDA ITEM REPORT



To:

Subject: Mutual Aid with Broward County School Board

Meeting: 03 22 2023 WORKSHOP COMMISSION MEETING - Mar 22 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Schools are typically "soft" targets and this access will help the police respond more efficiently.

FINANCIAL IMPACT:

\$0

RECOMMENDATION:

Staff recommends entering into this agreement as it will allow our officers access to the cameras on the school property.

ATTACHMENTS:

[school board camera](#)

**SCHOOLS SURVEILLANCE CAMERA SYSTEM
ACCESS AGREEMENT**

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY PEMBROKE PARK, FLORIDA

(hereinafter referred to as "CITY"),
a municipal corporation whose principal place of business is
3150 SW 52nd Avenue, Pembroke Park, Florida 33023

WHEREAS, SBBC operates all public district schools located in Broward County, Florida; and

WHEREAS, CITY's police department is a law enforcement agency having jurisdiction within the boundaries of its respective City; and

WHEREAS, CITY's police department desires to obtain access to real-time (live) video feeds from SBBC's surveillance cameras when active circumstances at a public district school or facility present an immediate need for law enforcement or fire safety personnel to respond to that school or facility to protect the health or safety of district school students, SBBC personnel or SBBC property; and

WHEREAS, CITY desires to obtain access to recorded video feeds from SBBC's under circumstances not involving an emergency as specifically outlined in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on [fill in with school board RSBM date] (“Effective Date”) and conclude on January 15, 2027, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Access to Recorded Video Images Not Involving an Emergency.** The parties acknowledge that video images recorded through use of SBBC's security video cameras may be considered a confidential and exempt "education record" pursuant to Sections 1002.22(2) and 1002.221 (1), Florida Statutes; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties acknowledge that any and all original recordings of video security images captured through use of SBBC's video security cameras as well as any equipment within which such images are recorded are the property of SBBC and may not be removed from SBBC's property. The parties further acknowledge that the original copies of such video images are to be retained in SBBC's custody subject to Section 119.07, Florida Statutes, the applicable public records retention schedules, and any applicable exemptions. When CITY desires access to recorded images from the SBBC security video cameras as part of CITY's law enforcement responsibilities not involving an emergency, including training, CITY shall make a request for such recorded images to the SBBC's law enforcement unit, hereinafter referred to as the “SIU.” SIU will submit any such request to SBBC's Office of the General Counsel to determine any applicable procedures, restrictions or limitations that are applicable to the requested images. Such requests by CITY may require issuance of a subpoena or an order from a court of competent jurisdiction. If such requests require the issuance of a subpoena, CITY may serve the lawfully issued subpoena via email; and CITY shall send such email to both SBBC's Chief of Special Investigative Unit and SBBC's custodian of public records at recordrequests@browardschools.com.

2.03 **SBBC disclosure of Confidential and Exempt Security and Safety Plan Information, and Education Records.**

(a) The purpose of SBBC providing CITY with real-time (live) video feeds from SBBC's surveillance cameras which are considered confidential and exempt security and safety plan information, and education records specifically under the following circumstances:

- 1) when active circumstances at a public district school or facility present an immediate need for law enforcement; or
- 2) when fire safety personnel is required to respond to respective school or facility to protect the health or safety of district school students, SBBC personnel or other individuals.

(b) SBBC will provide CITY with access to videos containing confidential and exempt security and safety plan information, and education records, in a manner specifically stated in this Agreement, via real-time (live) video feeds from SBBC's surveillance cameras.

(c) FERPA exception to consent. SBBC's disclosures of personally identifiable information described in this section are in connection with an emergency and such information is necessary to protect the health or safety of the student or other individual. Pursuant to the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. 99.31(a)(10), and 34 C.F.R. 99.36(a), these records may be provided without prior parental consent. Prior written consent of the parent

or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) SBBC's disclosure of the exempted public records (Security and Safety Plan Information and Education Records) is allowable by law under the specific circumstances stated in this Agreement.

2.04 CITY Viewing of Real-Time (Live) Video Feeds from SBBC Security Cameras During a Health and Safety Emergency. The parties acknowledge and agree that viewing of real-time (live) video feeds from SBBC security cameras by CITY is not considered access to an "education record" as defined under state or federal law, when it does not contain students. The parties agree and acknowledge that CITY's viewing of real-time (live) video feeds and recorded images received from the SBBC security video cameras will be limited to specific circumstances, described below and elsewhere in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SBBC property (hereinafter referred to as "Exigent Circumstances").

(a) **Exigent Circumstances Authorizing Real-Time (Live) Video Access.** CITY shall be permitted to view, through remote access, real-time (live) video feeds and to playback, fast forward, and fast back recorded video images received from SBBC security cameras, in the following exigent circumstances:

- 1) Where a district school or facility issues an elevated threat level at the school or facility;
- 2) Where a call is received, through the E-911, system or SBBC's mobile panic alert system (Alyssa's Alert), or additional SBBC strategies or systems, of an emergency occurring on or near the grounds of a district school or facility;
- 3) Where a district or other SBBC facility notifies, through any means of communication, CITY or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a law enforcement response;
- 4) Where a district school or other SBBC facility notifies, through any means of communication, CITY or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a fire safety response.
- 5) When necessary to protect the health or safety of district school student(s), SBBC personnel or other individuals on or near the grounds of a district school or facility;
- 6) When necessary to protect SBBC property if it is also necessary to protect the health or safety of district school student(s), SBBC personnel or other individuals on or near the grounds of a district school or facility; and
- 7) For routine maintenance solely to verify camera operability and functionality. This may include verifying that surveillance cameras are properly designated for their location at a district school or facility.

(b) **General Surveillance Prohibited.** CITY acknowledges that being granted real-time (live) access to the SBBC security video cameras does not authorize CITY to conduct general surveillance of SBBC property unrelated to a specific law enforcement purpose as described in section 2.04(a) of this Agreement.

(c) SBBC Access to Remote Viewing Site: CITY shall permit SBBC's designated personnel access to each and every remote location at which CITY will be afforded real-time access to the SBBC security cameras.

(d) Procedures for Remote Access. SBBC will provide CITY with a password that will allow CITY, for the purposes described herein, uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras via a VPN tunnel created by SBBC and assigned to CITY. The password will be required only for initial access to the VPN tunnel. SBBC will notify CITY immediately upon any change to the password. SBBC's designated personnel will maintain an audited register of the VPN tunnel status and CITY's usage. Additionally, SBBC will provide the School Resource Officer assigned to a district school facility direct access, via password, to uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras while on the premises of the district school facility, for the purposes described in this Agreement.

(e) Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY acknowledges that the video access authorized by this Agreement is intended to be restricted to viewing real-time (live) video access and recorded video images as provided in section 2.04(a) and that CITY shall make no recordings of such real-time (live) video images or recorded images except as expressly authorized by this Agreement. Notwithstanding section 2.04(a), CITY is permitted to make screen shots, record video, and tag video capturing the images of persons or locations of interest that appear through the real-time (live) video access feeds or recorded video feeds to the extent necessary to assist law enforcement personnel responding to the exigent circumstances specified in section 2.04(a) of this Agreement; however, the parties agree that CITY shall not record video from the cameras when accessed for routine maintenance or for training purposes. Any CITY's personnel who makes any recordings of real-time (live) video access from SBBC's security video feeds other than as permitted by this section 2.04(e) shall be subject to discipline including, without limitation, suspension and termination, in accordance with CITY's policies and procedures.

(f) CITY's Video Supervisor; Authorized Personnel. Any determination by CITY that real-time (live) and recorded video access of SBBC's security video feeds is to be engaged by CITY through the VPN tunnel shall require confirmation by a CITY's representative having the minimum rank of sergeant (hereafter "Video Supervisor") that one of the exigent circumstances specified in section 2.04(a) of this Agreement exists. Any CITY's personnel viewing SBBC's real-time (live) video access feeds through the VPN tunnel must be authorized to do so by the Video Supervisor with regard to one of the exigent circumstances specified in section 2.04(a) of this Agreement. Should a Video Supervisor not be available and given the exigency of the event, the officer obtaining access will notify their Video Supervisor as soon as practicable after the event.

(g) Other Law Enforcement Agencies or Fire Safety Personnel. The CITY's Video Supervisor and his/her designee(s) are authorized to provide other law enforcement or fire safety agencies having jurisdiction over a particular SBBC district school or facility or responding under a mutual aid agreement with the same information CITY would provide to his own personnel responding to an exigent circumstance under section 2.04(a) of this Agreement.

2.05 CITY Acknowledgement and Safeguarding of Confidential and Exempt Security and Safety Plan Information.

(a) **Acknowledgement.** CITY acknowledges that SBBC's video security monitor images depict the internal layout and structural elements of SBBC's buildings or other structures owned or operated by SBBC and are exempt from Section 119.07(1), Florida Statutes and s. 24(a), Article I of the State Constitution [the provisions commonly referred to as the public records laws] pursuant to Section 119.071(3), Florida Statutes. In addition, such video security monitor images constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to Section 281.301(1), Florida Statutes, are confidential and exempt from Sections 119.07(1) and 286.01(1), Florida Statutes, and other laws and rules requiring public access or disclosure. Sections 119.071(3)(a)3.c., and (b)3.a., Florida Statutes and Section 281.301(2)(c), Florida Statutes, permit SBBC to disclose such confidential and/or exempt information to CITY in furtherance of CITY's official duties and responsibilities.

(b) **Confidentiality and re-disclosure.** Pursuant to Section 119.0701, Florida Statutes, CITY shall keep and maintain confidential and exempt all such information provided to it under applicable law. CITY shall not release such information or to disclose their contents to anyone other than a duly authorized law enforcement or fire department official in the performance of such person's official duties and under the conditions specifically referenced in this Agreement. Any failure by CITY to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

2.06 CITY Safeguarding Confidentiality of Education Records.

Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY receives access to "education records," as defined under state and federal law, CITY shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FER PA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) notify SBBC immediately upon discovery of a breach of confidentiality of education records held by CITY by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, and fully cooperate with appropriate SBBC staff, including SBBC's Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

(c) prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes, when CITY's personnel have been determined to be the source of the breach;

(d) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law, when CITY's personnel have been determined to be the source of the breach;

(e) provide SBBC with the name and contact information of CITY's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving

obligations associated with a security breach of confidentiality of education records, when CITY's personnel have been determined to be the source of the breach; and

(f) purge education records from any media once the media is no longer in use or is to be disposed.

2.07 **Ownership of Education Records.** To the extent that CITY receives any original education records from SBBC, such records shall remain the property of SBBC. Upon termination of this Agreement CITY shall, at SBBC's request, return to SBBC or dispose of any such original education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

2.08 **Audit of CITY's Access to SBBC Security Video Images.** CITY's access and use of real-time (live) video feeds and recorded images from SBBC security cameras is subject to audit by SBBC. On a monthly basis, CITY will provide SBBC's designated personnel with written detailed information about such use via the VPN tunnel including, at a minimum, the following information:

(a) the identity of the Video Supervisor who activated any real-time (live) video access by the CITY to SBBC's security video feeds and the identities of each user authorized by the CITY to view said video feeds;

(b) the exigent circumstances under section 2.04(a) of this Agreement which authorized the Video Supervisor to engage the CITY's real-time (live) video access to SBBC's security video feeds;

(c) the location of each district school or facility at which security cameras were accessed;

(d) the date, the time of access, and the length of viewing of the security camera(s);

(e) the names of the law enforcement personnel who viewed SBBC's security video feeds; and

(f) Copies of any screen shots or short video clips that were captured by CITY from the real-time (live) video feeds pursuant to section 2.04(e) of this Agreement.

2.09 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools
	The School Board of Broward County, Florida
	600 Southeast Third Avenue
	Fort Lauderdale, Florida 33301

With a Copy to: Chief – Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To CITY: David Howard, Chief of Police
Pembroke Park Police Department
3150 SW 52nd Ave.
Pembroke Park, Florida 33023

2.10 **Public Records.** With respect to any public records created, received or maintained in connection with this Agreement, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and 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; and (d) meet all requirements for retaining public records and transfer, at no cost to either party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification.** Each party shall each be individually and separately liable and responsible for the actions of its respective officers, agents and employees when acting within the scope of their employment in the performance of their respective obligations under this Agreement.

(a) To the extent permitted by law, SBBC shall indemnify defend, and hold CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of SBBC, its employees, agents or servants and SBBC shall indemnify CITY, its officials, agents servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which CITY its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of SBBC, its employees, agents, or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. SBBC shall at all times be entitled to the benefits of sovereign immunity as provided

in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

(b) To the extent permitted by law, CITY shall indemnify, defend, and hold SBBC, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demand of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of CITY, its employees, agents, servants and CITY shall indemnify SBBC, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's or as a result of the intentional or negligent acts of CITY, its employees, agents or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

2.12 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 **Annual Appropriation.** The performance and obligations of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC is responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice which shall be the sole remedy for a default of this Agreement. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **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 is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party,

Page 10 of 13

*Surveillance Camera System Access Agreement between
City of Pembroke Park, Florida and
The School Board of Broward County, Florida (FY22-27)*

Page 11 of 14

and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow audit of records, obligations to maintain the confidentiality of records, and reporting requirements survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Earlean C. Smiley, Ed.D.,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

(Municipal Seal)

CITY OF PEMBROKE PARK, FLORIDA

By: _____
CHIEF OF POLICE

CITY CLERK

DATE

Approved as to Form:

ATTORNEY

DATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (type of identification) as identification and who ☐ did/☐ did not first take an oath this _____ day of _____, 2023.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No

Page 13 of 13

*Surveillance Camera System Access Agreement between
City of Pembroke Park, Florida and
The School Board of Broward County, Florida (FY22-27)*

Page 14 of 14

RESOLUTION NO. 2023-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 9 of the Town Charter provides that “At the first regular meeting of the Commission following every election...the Commission shall, by resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality;” and

WHEREAS, an election occurred in the Town on March 14, 2023, at which time the electors of the Town elected five (5) qualified individuals to serve as the Town Commission of the Town of Pembroke Park; and

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Mayor of the Town of Pembroke Park; and

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Vice-Mayor of the Town of Pembroke Park; and

{00559113.2 3399-0000000 }

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Clerk Commissioner of the Town of Pembroke Park; and

WHEREAS, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Acting Clerk-Commissioner of the Town of Pembroke Park; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the official positions in the Town, as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

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

Section 2. That Commissioner _____ shall be appointed as Mayor of the Town of Pembroke Park, Florida.

Section 3. That Commissioner _____ shall be appointed Vice-Mayor of the Town of Pembroke Park Florida.

Section 4. That Commissioner _____ shall be appointed as Clerk Commissioner of the Town of Pembroke Park, Florida.

Section 5. That Commissioner _____ shall be appointed as Acting Clerk-Commissioner of the Town of Pembroke Park, Florida.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. 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 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

PART I
CHARTER¹

CHAPTER 59-1722

HOUSE BILL NO. 2477

AN ACT to abolish the present municipality of the Town of Pembroke, and to create, establish and organize a municipality to be known and designated as the Town of Pembroke Park, Broward County, Florida, to define its territorial boundaries, to provide for its government, jurisdiction, powers, franchises, immunities, privileges and means for exercising the same: Confirming its title to all city property and validating all taxes, assessments and levies heretofore made; and prescribing the general powers to be exercised by said city, and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

¹Editor's note(s)—Printed herein is the charter of the Town of Pembroke Park, Laws of Fla., Chapter 59-1722, as amended. The charter appears as originally adopted. The absence of a history or editor's note indicates the section is unchanged from the original Act. All amendments have been included as indicated in the history note immediately following the amended section. Style and capitalization have been made uniform. Sections superseded by state law and those sections which were converted to ordinances have been editorially deleted or transferred to the Code as indicated in the editor's note immediately following the section.

Sec. 1. Abolishment of present municipality.

That the present municipal government existing under the name of the Town of Pembroke be and the same is hereby abolished.

Sec. 2. Ordinances remain in effect.

All existing ordinances and resolutions of the present municipality of said Town of Pembroke regularly passed, promulgated and enrolled on the date of the passage of this Act shall remain in effect and unimpaired until repealed, amended or modified by the new municipality, which is hereby organized and created, provided such ordinances and resolutions be not inconsistent with the provisions of this Act.

Sec. 3. Officers hold [respective offices] until successors qualify.

That all officers heretofore elected or appointed and holding office under the said municipality shall continue to hold their respective offices and to discharge the duties thereof and receive the emoluments thereof until their successors are elected and/or appointed and confirmed under the provisions of this Act.

Sec. 4. Title to property reserved to new municipality.

That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the Town of Pembroke shall pass to, and be vested in the municipal corporation organized under this Act to succeed the municipality abolished.

Sec. 5. Contracts remain binding.

That all valid and enforceable indebtedness, obligations and contracts of the said Town of Pembroke, including all bonds issued and outstanding, shall remain valid and enforceable, notwithstanding the passage of this Act, and such indebtedness, obligations and contracts shall be imposed upon and shall be binding upon the new municipality, which is hereby organized and created.

Sec. 6. Establishment of new municipality.

The inhabitants of the Town of Pembroke Park, Florida, as its limits are hereinafter established shall be a body politic and corporate to be known and designated as the "Town of Pembroke Park" and as such shall have perpetual succession. Said Town shall have and use a common seal and may change the same at its pleasure; the municipality may sue and be sued, may plead and be impleaded in all courts and places, in all matters and proceedings, and may contract and be contracted with in regard to all matters and things.

Sec. 7. Boundaries.

The territorial boundaries of said Town of Pembroke Park shall be as follows:

[The boundaries of the town are on file in the Town Clerk's office.]

(Laws of Fla., Ch. 63-1772, § 1; Laws of Fla., Ch. 67-1893, § 1; Laws of Fla., Ch. 67-1894, § 1; Laws of Fla., Ch. 70-878, § 1; Laws of Fla., Ch. 70-879)

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

Sec. 8. Powers of the city.

The Town of Pembroke Park shall have the following powers:

6th. To acquire by grant, purchase, gift, devise, condemnation, exchange, or in any other manner similar and/or dissimilar, property, real or personal, or any estate or interest therein, within or without the municipality, and to improve, sell, lease, mortgage, pledge, exchange or otherwise dispose of the same or any part thereof or interest or estate therein.

8th. To hold, use, and enjoy any of said property, real or personal, whether within or without the territorial limits of the municipality, for parks, playgrounds, roads, golf courses, aviation fields, stadiums, art museums, cemeteries, gymnasiums, schools, court houses, fire and police stations, houses of detention and correction, hospitals, infirmaries, asylums, dispensaries, poor-houses, crematories, markets, lighting and power plants, water works, municipal buildings, works, quarries, edifices, libraries, swimming pools, auditoriums, aquariums, cultural and educational institutions and structures of every character.

13th. To purchase, hire, construct, own, maintain, operate or lease, local public utilities, including street railways, buses, boats, and aircraft, and all other kinds of transportation systems by land, air and water, electric light, telephone and telegraph systems, and works for supplying the municipality and its inhabitants with water, ice, gas for illuminating and heating purposes, and also all other manner of utilities; to sell the services of such utilities to consumers both within and without the limits of the Town of Pembroke Park.

15th. To acquire by the exercise of the right of eminent domain or in any lawful manner within or without the municipality in any county of the State, or without the State, such water, lands and lands under water as the municipality may deem necessary for the purposes of providing an adequate water supply for the municipality and/or piping or conducting the same; to lay all necessary mains; to erect and maintain all necessary dams, pumping stations and other works in connection therewith; to make reasonable rules and regulations for promoting the purity of its water supply and for protecting the same from pollution; and for this purpose to exercise full police powers and sanitary patrol over all lands comprised within the limits of the water-shed tributary to any such supply wherever such lands may be located in this state; to impose and enforce adequate penalties for violation of any such rules and regulations; and to prevent by injunction any pollution or threatened pollution of such water supply and any and all acts likely to impair the purity thereof; and for the purpose of acquiring lands or materials for any such use to exercise within the state all powers of eminent domain. For any of the purposes aforesaid the City may acquire by condemnation, purchase or otherwise, any estate or interest in such lands or any of them, or any right or easement therein, or may acquire such lands or any of them in fee, reserving to the owner or owners thereof such rights or easements therein as may be prescribed in the ordinance providing for such condemnation or purchase. The said City may sell or supply to persons, firms, industries, or municipal corporation residing or located outside of the city limits, any surplus water it may have over and above the amount required to supply its own inhabitants.

19th. To collect and dispose of sewage, offal, ashes, garbage, carcasses of dead animals and other refuse, inside and outside the limits of the municipality, and to acquire and operate reduction, cremation, neutralization or other plants for the utilization of such materials, or for any of them, inside and outside the limits of the municipality; and to contract for and regulate the collection and disposal thereof.

20th. To compel the abatement and removal of all nuisances within the City or upon property owned by the City beyond its limits at the expense of the person or persons causing the same, or of the owner or occupant of the ground or premises whereon the same may be; to require all lands, lots and other premises within the City to be kept clean, sanitary and free from weeds, or to make them so at the expense of the owners or occupants thereof; to regulate or prevent slaughter houses, fat rendering plants, canning factories, or other noisome or offensive businesses within the City; to provide for inspecting and regulating the sanitary conditions of all dairies, butcher pens and slaughter houses within and without the city limits where the products of the same are sold within the city limits and to provide penalties for the violation of such regulations; to regulate or prohibit the keeping of

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

animals, poultry or other fowl therein, or the exercise of any dangerous or unwholesome business, trade or employment therein; to regulate the transportation of all articles through the streets of the City; to compel the abatement of smoke and dust, to prevent unnecessary noise therein; to regulate the location of stables and the manner in which they shall be kept and constructed and generally define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City.

29th. To acquire by purchase, gift, devise, condemnation or otherwise, lands, either within or without the City, to be used, kept and improved as a place for the interment of the dead, and to make and enforce all necessary and/or reasonable rules and regulations for the protection and use thereof; and generally to regulate the burial and disposition of the dead.

41st. To license, control, tax and regulate traffic and sales upon the street, sidewalks and public places, within the City and the use of space in such places, and to regulate, suppress and prohibit hawkers and peddlers and beggars upon such streets, sidewalks and public places; and to license, cause to be registered, control, tax, regulate or prohibit in designated streets, or parts of streets, carriages, omnibuses, motor buses, cars, wagons, drays, jitney buses and other vehicles; to license, tax, cause to be registered and control the drivers thereof; to fix the rate to be charged for the carriage of persons and property within the City and to the public works beyond the limits of said City; to make and promulgate regulations for traffic on the streets, or part of the streets during such hours as may be necessary or convenient; to provide for parking spaces on the streets and public places; to regulate or vacate or discontinue the use of such places; to require all vehicles for the carriage of persons for hire to execute a bond to be conditioned as required by ordinance for the protection of passengers and of the public and to make such bond inure to the benefits of persons or property which may be injured or damaged by the operation of such vehicle for hire; and to require such bond with such surety to be furnished by all vehicles for hire operating upon the streets of the City, whether such operation be wholly within the limits of the City, or between the Town of Pembroke Park and other cities and towns and places outside of the Town of Pembroke Park.

44th. To furnish police protection within one-half mile of the corporation limits, provided that this extension of power shall not extend into any other municipal corporation.

47th. To purchase, acquire, construct, improve, build, repair, lease, establish, maintain and operate fishing piers (within or without the limits of said City), golf courses, tennis courts, ball grounds and stadiums, gymnasiums, recreational centers and playgrounds.

52. To provide for the registration of electors qualified under this act, and the maintenance of record relating thereto.

52A. In addition to any other powers of municipalities as provided by general law, to construct, erect, maintain, operate and otherwise contribute to the support of street lights and recreational facilities and other related recreational programs to be located both inside the corporate limits and within five (5) miles from any boundary of the corporate limits. The city is authorized to provide by ordinance for the creation of a recreation advisory board which shall consist of not less than five (5) nor more than seven (7) members, which members may or may not be residents of the city; and to provide for their duties, terms, responsibilities, and appointment.

(Laws of Fla., Ch. 63-1771, § 1)

Editor's note(s)—All powers except extraterritorial powers have been editorially deleted in recognition of the broad home rule powers granted to municipalities in Article VII, § 2 of the Florida Constitution and F.S. Ch. 166. Extraterritorial powers were not deleted as they may only be amended by general or special law. They have not been renumbered.

Sec. 9. Town Commission.

Election of Commissioners: The government of the Town of Pembroke Park shall be vested in a Commission consisting of five (5) members elected from five (5) separate geographic districts. For the purpose of

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

representation upon and election of the Commissioners, the Town of Pembroke Park Commission shall, by ordinance, prior to December 1, 2002, apportion the Town in accordance with the Constitutions of the State of Florida and of the United States into five (5) consecutively numbered geographic districts. Thereafter, by subsequently enacted ordinances, the Town of Pembroke Park Commission shall adjust the boundary lines of said districts as may be required from time to time in order that the apportionment of the Town shall continue to be in accordance with the Constitution of the State of Florida and of the United States, but in any event not less frequently than within the first calendar year following each decennial census.

Any individual seeking election as a Commissioner shall file with the Town Clerk a written notice of candidacy stating the designated district to which the individual seeks to be elected. The individual must reside within the geographic boundaries of the district for which he or she is seeking election. All qualified voters of the Town may cast one vote for a candidate for election from each district. The individuals receiving the highest number of votes cast for each district shall be duly elected to the office of Commissioner. The term of office for Commissioner so elected shall be for four (4) years or until his or her successor shall be elected and qualified. Regular elections under this Charter shall be held on the first Tuesday following the first Monday in March, commencing with the year 2003, and every four (4) years thereafter.

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, and two (2) other Commissioners. At the first regular meeting of the Commission following every election as herein provided, the Commission shall, by Resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality.

Qualifications of Commissioners: To be eligible to hold the office of Commissioner of the Town of Pembroke Park or to qualify as a candidate for Commissioner of the Town of Pembroke Park, a person shall be a permanent resident of the Town of Pembroke Park for more than one (1) year prior to the date of the election, a registered voter of Broward County, Florida, a citizen of the State of Florida and of the United States of America, and shall be over the age of eighteen (18) years. Candidates for nomination to the office of Commissioner shall comply with all rules and regulations set out in the Charter as to their conduct. Any Commissioner who shall cease to possess the qualifications required herein shall forfeit his or her office.

Qualifications of Electors: Electors, in order to participate in municipal elections of the Town of Pembroke Park, shall be registered voters of Broward County, Florida, residing within the territorial limits of the Town of Pembroke Park.

(Laws of Fla., Ch. 70-877, §§ 1, 2; Ord. No. 87-2-2, § 2, 2-11-87; Ord. No. 88-8-3, §§ 5, 6, 8-10-88; Ord. No. 98-2-1, § 1, 11-3-98, effective 12-1-98; Ord. No. 02-05-02, § 1, 5-28-02, approved by electors 9-10-02)

Editor's note(s)—Municipal election dates are established by Laws of Florida, Ch. 75-350, as amended by Chs. 76-336, 77-507 and 81-349. The registration and qualifications of electors is pursuant to F.S. §§ 166.032, 98.041, 98.091. Ord. No. 88-8-3, §§ 5, 6, adopted Aug. 10, 1988, and approved at referendum Nov. 8, 1988, amended qualifications of commissioners and electors to read as herein set out. Provisions of Sec. 9 pertaining to the date and time of commission meetings have been deleted pursuant to Ord. No. 87-2-2, § 2, adopted Feb. 11, 1987, enacted in accordance with F.S. § 166.021; and, the user's attention is directed to Part II, Code of Ordinances, § 2.42, et al.

Sec. 9A. [Composition of Commission in the event of certain annexations]

- (1) If any one (1) or more of the three (3) areas of unincorporated land adjacent to the Town of Pembroke Park, Broward County, generally referred to as "Carver Ranches and West Hollywood Hills," "Miami Gardens," and "Lake Forest" are annexed into and made a part of the Town of Pembroke Park either under the provisions of general law through a special law or laws, the composition of the Town Commission on the Town of Pembroke Park shall be as follows:

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

-
- (a) A Mayor-Commissioner, who must be a registered voter of the Town of Pembroke Park and who must be elected from the Town at-large; and
 - (b) Four (4) Commissioners, each of whom must be a registered voter of the Town of Pembroke Park and each of whom, except as provided in subsection (2), must reside in, and be elected by the voters of, one of the following districts:
 - 1. District 1, comprising the area of the Town of Pembroke Park as it existed on March 1, 1986;
 - 2. District 2, comprising the area generally referred to as "Carver Ranches and West Hollywood Hills";
 - 3. District 3, comprising the area generally referred to as "Miami Gardens"; and
 - 4. District 4, comprising the area generally referred to as "Lake Forest."
 - (2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.
 - (3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State law reference(s)—Oath of office, F.S. § 876.05.

Sec. 11. [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. Appointing powers.

The City Commission shall have the power to designate or create such offices, departments or divisions, other than those provided herein as may be necessary for the administration of the affairs of the City; to provide the duties and powers of the officers and employees of such office, department or division; [to] provide for the appointment and fix the salary or compensation of such officers or employees.

Sec. 13. Powers enumerated.

All powers of the City, except such as are vested in the Mayor and except as otherwise provided by this Charter or the Constitution of the State of Florida are hereby vested in the Commission. The Commission may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised. The Commission shall be the judge of the election and a qualification of its own members. The Commission may determine its own rule of procedure and may punish its own members for misconduct. A majority of the members of the Commission shall constitute a quorum.

MUNICIPAL ORGANIZATION AND OFFICERS

Sec. 14. [Duties of officers.]

The Mayor-Commissioner, Vice-Mayor-Commissioner, Clerk-Commissioner and the two (2) other Commissioners shall each perform the duties of his or her office until his or her successor is duly elected and qualified. The Mayor shall have the same voice and vote as the other members of the Commission. In the absence or disability to act as the Mayor, the Vice-Mayor shall perform all the duties of the office, including the judicial functions herein enumerated; and in the absence or disability of both, then the members of the Commission shall designate one of its members to act as Mayor by resolution, and when so designated, such Commissioner shall serve as Mayor and perform the duties of the office, including its judicial functions.

Sec. 15. [Creation of departments.]

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

State law reference(s)—Departments may be abolished by unanimous vote of the governing body, F.S. § 166.031(5).

Sec. 16. [Additional compensation for Commissioners.]

Each of the Commissioners is authorized to hold any office or perform any duties or functions necessary for the government of the municipality, but he or she shall receive no additional compensation for such service except as to the Public Works Director. The Commissioners may in case of necessity appoint suitable persons to assist them in performing the duties of their respective departments, and the compensation of such persons shall be determined by the Commission.

Sec. 17. Deleted.

(Laws of Fla., Ch. 70-880, § 1)

Editor's note(s)—This section was converted to an ordinance by operation of F.S. § 166.021. It has been editorially deleted.

Sec. 18. [Officer of treasurer; fiscal matters.]

The Commission shall designate some person as treasurer who shall receive all the public monies of the municipality, and who shall give bond equal to the largest amount thereof that may come into his or her hands at any time, such bond to be approved by the Commission and to be annually renewed and approved. The Clerk may act also as treasurer upon giving the bond required of the treasurer.

All public monies shall be deposited in the name of Pembroke Park, in a bank or banks in Broward County to be designated by the Commission and all public monies shall be disbursed only on check to be signed by the Mayor or in the absence or the disability of the Mayor by the Vice-Mayor and counter-signed by the Clerk Commissioner. Any person performing any duties in which he or she collects, receives or handles any public monies shall give bond to faithfully account for the same.

But all monies derived from the sale of municipal bonds shall be received by the treasurer and kept by him or her on deposit in a special fund in the name of the municipality in a bank in Broward County to be designated by the Commission and shall be disbursed only upon resolution and order of the Commission, upon checks or drafts to be signed by a majority of the Commissioners.

Accurate books of account of all monies received and disbursed in all departments of the municipality shall be kept and audited and approved by the Commission or by an independent auditor and an annual statement thereof shall be published by posting a copy thereof at the City Hall.

(Laws of Fla., Ch. 65-2436, § 1)

State law reference(s)—Fiscal audits and other fiscal matters, F.S. Ch. 218.

Sec. 19. [Bond requirements.]

The Commission may require that any bond shall be made by a responsible surety company duly authorized to do business in the State of Florida, and may pay the premium thereof from the municipal funds.

Sec. 20. Deleted.

Editor's note(s)—This section on municipal courts was editorially deleted as municipal courts were abolished by Article V, § 20(d)(4) of the Florida Constitution.

ORDINANCES AND RESOLUTIONS

Sec. 21. Procedure for adoption of ordinances and resolutions.

The Commission shall have the right to adopt such ordinances and resolutions authorized by the powers granted under this Act and the general laws of the State of Florida, as are deemed necessary or advisable for the good government and general welfare of this municipality.

The procedure for adoption of an ordinance by the Town Commission shall be the same as the procedure set forth in Chapter 166, Florida Statutes, in effect at the time of the adoption of the ordinance. The enacting clause of all ordinances shall be "Be It Ordained by the Commission of Pembroke Park"; and all ordinances shall become effective five (5) days after final passage, unless otherwise provided therein. Any proposed ordinance may be amended upon either reading.

Any resolution may be introduced and passed by three (3) affirmative votes at any regular or special meeting of the Commission. The adopting clause of all such resolutions shall be "Be It Resolved by the Commission of Pembroke Park", and all such resolutions shall become effective immediately unless otherwise specified therein".

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

(Ord. No. 02-05-03, § 1, 5-28-02, approved by electors 9-10-02)

State law reference(s)—Uniform minimum procedure for the adoption of ordinances is mandated by F.S. § 166.041.

MISCELLANEOUS

Sec. 21[A]. [Streets and roads; laws; suits, etc.]

The territory contained within the corporate limits of Pembroke Park is hereby declared to be and the same is hereby constituted an independent road district, provided however, that the County of Broward and State of Florida shall continue to maintain and build, at no expense to Pembroke Park, all of the existing and future county and State roads within the limits of Pembroke Park.

The Commission shall have complete control and supervision of all the streets, roads, and alleys and signal lights and safety signs within the corporate limits of the municipality and shall by ordinance prescribe the method and manner maintaining the same, not inconsistent with the laws of the State of Florida, except those roads built and maintained by the County of Broward and State of Florida as set out above.

No digging, quarrying operations, mining or excavations shall be permitted within one hundred (100) feet of any county or state road right-of-way, unless the Commission shall require that any such digging, quarrying, mining or excavation be refilled or backfilled to the grade existing prior to the digging, quarrying, mining or excavation within six (6) months of the cessation of the digging, quarrying, mining or excavation. Provided, further, that all quarrying operations, mining or excavations commenced after the effective date of this Act shall be in conformity with the then existing county-wide regulations of the Broward County Building and Zoning Department as to set-back requirements.

All laws now in force for the government of cities and towns, except insofar as they conflict with the provisions of this Act, shall apply to the said Pembroke Park and the officers thereof.

No suit or any cause of action of whatsoever kind or nature against Pembroke Park shall be instituted later than six (6) months after date such cause of action shall have accrued.

No suit or action for the recovery of damage upon any claim or demand, arising either ex contract or ex delicto shall be instituted against Pembroke Park, unless written notice of the intention to sue by giving a written statement of the particulars of the cause of action and containing a notice of intention to sue, and filing same with the Commission at least thirty (30) days before the suit or action is instituted, and within thirty (30) days of the cause of action.

The certificate of the Clerk under the seal of Pembroke Park as to the publication or posting of any notice required under or provided for by this Act shall be conclusive evidence as to such publication or posting.

State law reference(s)—Tort suits are pursuant to F.S. § 768.28.

[Sec. 21B.] Preservation of mobile home communities.

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this article shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

(Ord. No. 00-6-1, § 1, 6-14-00, approved by electors 11-7-00)

Sec. 22. [Severability.]

The provisions of this Act are severable and if any section, part of section, paragraph, sentence or clause of this Act shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any portion thereof but shall be restricted and limited in its operation and effect to that specific portion hereof invalid in the decision rendered.

Sec. 23. [Repeal of conflicting laws.]

All laws and parts of laws in conflict herewith be and the same are repealed to the extent of such conflict.

Sec. 24. [Effective date.]

This Act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1959.

2022-2023 FLC Legislative Policy Process

The Florida League of Cities' (FLC) Charter and Bylaws specify that the League shall engage only on legislation that pertains directly to "municipal affairs." "Municipal affairs" means issues that directly pertain to the governmental, corporate and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and raise and expend revenues. Protecting Florida's cities from egregious far-reaching attacks on Home Rule powers will always be the top priority.

Each year, municipal officials from across the state volunteer to serve on the League's legislative policy committees. Appointments are a one-year commitment and involve developing the League's Legislative Platform. The Legislative Platform addresses priority issues of statewide interest that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session.

Policy committee members also help League staff understand the real-world implications of proposed legislation, and they are asked to serve as advocates throughout the year. To get a broad spectrum of ideas and better understand the impact of League policy proposals on rural, suburban and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the legislative policy committees.

The Florida Legislature convenes the 2023 Legislative Session on March 7. The League's legislative policy committee meetings commence in September 2022 and meet three times.

There are currently five standing *legislative policy committees*:

Finance, Taxation and Personnel Committee: This committee addresses municipal roles in general finance and tax issues, Home Rule revenues, infrastructure funding, insurance, local option revenues, pension issues, personnel and collective bargaining issues, revenue sharing, tax and budget reform, telecommunications and workers' compensation.

Land Use and Economic Development Committee: This committee addresses policies specific to municipal concerns with community redevelopment, economic development, growth management and land use planning issues, annexation, eminent domain, tort liability, property rights and ethics.



Municipal Administration Committee: This committee addresses municipal concerns with code enforcement, elections, emergency management, gaming, homeland security, public meetings, public property management, public records, public safety and procurement, as well as charter counties and special districts.

Transportation and Intergovernmental Relations Committee: This committee addresses municipal concerns relating to transportation and highway safety, as well as aviation, affordable housing (and homelessness), billboards, building codes, charter schools, rights-of-way and veterans affairs.

Utilities, Natural Resources and Public Works Committee: This committee addresses policies specific to municipal concerns with coastal management, energy, environmental and wetlands permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, stormwater, wastewater treatment and reuse, water management and water quality and quantity.

At the last meeting, each of the five policy committees adopts ONE legislative priority that will be submitted to the Legislative Committee. The Legislative Committee is composed of:

- ▶ Each legislative policy committee chair and the chairs of the other standing committees
- ▶ The President of each local and regional league
- ▶ The Presidents of several other municipal associations
- ▶ Chairs of the municipal trust boards
- ▶ Several at-large members appointed by the FLC President.

The policy priorities, as adopted by the Legislative Committee, are then recommended to the general membership for approval as the League's Legislative Platform.



2022-2023 FLC LEGISLATIVE POLICY PROCESS

In addition, a legislative policy committee may, but is not required to, recommend ONE policy position related to other relevant legislative issues. The policy position must satisfy the same criteria above for legislative priorities. The recommended policy position will be considered by the Legislative Committee. If favorably considered by that committee, it will be considered by the general membership. If adopted by the general membership, the policy position may be published and communicated to legislators and others, as appropriate.

Due to Sunshine Law issues, only one elected official per city can be represented on a committee, but a city could have an elected and a non-elected city official on each of the five policy committees. Appointments are made by the League president based upon a city official's support and advocacy of the Legislative Platform and participation at meetings, Legislative Action Days and other legislative-related activities.

2022 Legislative Policy Committee Meeting Dates

- ▶ September 16, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- ▶ October 7, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- ▶ December 1, 2022, during the FLC Legislative Conference at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or medenfield@flcities.com.



LOCAL
VOICES
MAKING
LOCAL
CHOICES

What happens in Washington affects states and municipalities. We need local voices making local choices on the federal level.

To ensure local voices are heard on Capitol Hill, we created **the Federal Action Strike Team (FAST)** to strengthen the League's federal relations by establishing proactive and reactive communications with the Florida congressional delegation in support of federal municipal policy. [View the 2023 Federal Action Agenda](#)

FAST takes its policy positions and direction from the League's resolutions committee and the [National League of Cities](#) (NLC) policy priorities.

Membership

As the success of this team will be largely dependent upon its grassroots advocacy, FAST members are appointed according to each congressional district. With an existing congressional delegation of 27 U.S. House Members and 2 U.S. Senators, the size of the committee will range from 25 to 30 members with participation reserved to those who display:

- A strong commitment to and involvement in shaping federal municipal policy;
- A willingness and ability to establish and maintain effective relationships and communications with delegation members;
- A commitment to attend both the FAST Fly-in and NLC meetings; and
- A willingness to actively lobby members of their delegation in Washington and in the district.

Activities

FAST members meet throughout the year, including an organizational meeting, FAST Fly-ins to Washington D.C., and a reception during the March NLC Congress of Cities meeting in Washington.

In addition, FAST members are expected to personally meet with their delegation members and staff at least once in the district, and determine the most effective way of communicating the League's federal priorities as often as needed.

Finally, FAST members are expected to contact League staff with any information that may assist in the team's overall efforts, such as member position on issues, anticipated committee or floor action, advanced review of committee markups or amendments.

Contact [Allison Payne](#) with any questions.

The FLC has revamped the Advocacy Committee with a renewed and strategic focus on strengthening advocacy at the grassroots level.

Mission Statement

The **Advocacy Committee** is responsible for building support amongst the League membership and the Legislature for the legislative priorities adopted by the membership of the Florida League of Cities. Additionally, the Advocacy committee is responsible for making direct contact with state elected officials to advocate the FLC Legislative Action Agenda and other key issues and provide strategic direction on the Leagues' lobbying initiatives.

The Advocacy Committee will meet periodically via Zoom and in person at the FLC Annual Conference.

Duties of Advocacy Committee members include, but are not limited to:

- Responding to at least five FLC legislative alerts.
- Building strong relationships with members of your state or federal legislative delegation.
- Meeting with members of your legislative delegation at least biannually to promote the FLC Legislative Action Agenda; and maintain the relationships.
- Serving as a Legislative Key Contact
- Expanding the League's legislative key contact program and recruiting other municipal officials to participate in the League's advocacy program.
- Helping League staff determine the impacts of legislative proposals on municipal operations and functions.
- Keeping the FLC staff informed on communications and activities with legislators.
- Staying informed about FLC legislative issues.
- Participating in FLC Legislative Action Days during Session
- Traveling to Tallahassee during interim legislative committee meetings or during session to advocate on behalf of the League's agenda.
- Working with FLC Staff, attend and participate on a round table discussion with a member of your state or federal delegation.
- Attend and speak at your local legislative delegation meeting.
- Attend and speak on Home Rule at a civic club, local chamber event, etc.

Contact [Allison Payne](#) or [Scott Dudley](#) with any questions.

FLC Dates	classes/events	Location
4/28-4/29/2023	lemo 2	Orlando
6/9-6/11/2023	iemo 1	palm beach gardens
6/17/2023	BLC GALA	Hollywood, FL margarita
7/12/2023	ethics 4 hours	online
8/10-8/13/2023	FLC Annual Conference	Orlando
9/8/2023	policy committee	Orlando
10/7/2023	policy committee	Orlando
10/6-10/7/2023	iemo 1	tampa
10/27-10/28/2023	iemo2	daytona
11/15-11/19/2023	NLC conference	atlanta
12/13/2023	ethics 4 hours	online

aville



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: April 6, 2023
Re: 2023-24 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. The deadline for board appointments is May 15, 2023. The term will begin on June 17, 2023, where members will be sworn in at the 66th Annual Gala at Margaritaville. The term will end in May of 2024.

Please forward the information below to scochrane@browardleague.org.

Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____

2022-2023 OFFICERS
President Bob Mayersohn
Commissioner, Parkland
1st Vice President Todd Drosky
Commissioner, Deerfield Beach
2nd Vice President Felicia Brunson
Mayor, West Park
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Michael Bracchi
Vice Mayor, Wilton Manors
Leann Bruener
Councilmember, Sea Ranch Lakes
Anthony Caggiano
Mayor, Margate
Joy Carter
Commissioner, Coral Springs
Joyce Davis
Commissioner, Dania Beach
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Veronica Edward Phillips
Mayor, Lauderdale Lakes
Beam Furr
Commissioner, Broward County
Aisha Gordon
Mayor, Oakland Park
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Luke Lewis
Commissioner, North Lauderdale
Annabelle Lima-Taub
Commissioner, Hallandale Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Sarai "Ray" Martin
Commissioner, Lauderhill
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Patty Petrone
Commissioner, Lighthouse Point
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Commissioner, Pembroke Pines
Dean Trantalis
Mayor, Fort Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Dooddy & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2022-2023

	6/2/2022	9/1/2022	10/6/2022	11/3/2022	1/6/2023	2/2/2023	3/2/2023	4/6/2023	5/4/2023
Bob Mayersohn	X	X	X	X	X	X			
Todd Drosky	X	X	X	X	X	X			
Felicia Brunson	X	X	X	X	X	X			
Traci Callari	X	X	X	X	X	X			
Greg Ross	X	X	X	(EXC.)	X	X			
Susan Starkey	X	X	X	X	X	X			
Joy Cooper		(EXC.)				X			
Frank Ortis		X		X	X				
Jim Allbritton	X	X	(EXC.)	(EXC.)	X	X			
Barbara Baldassarre	X		X	X	X	X			
Marlon Bolton	X	X		(EXC.)	X	X			
Michael Bracchi	(ALT)	X	X	X	X	(EXC.)			
Leann Bruener	(EXC.)								
Anthony Caggiano	X	X	X	X	(EXC.)	X			
Joy Carter	X	X	X	X	(EXC.)	X			
Joyce Davis	X	X	X	(EXC.)	X	X			
Mark Douglas	X	X	X		X	X			
Rhonda Eaton	X	X	X	X		(ALT)			
Veronica Edwards Phillips	~	~	~	~	X	X			
Beam Furr		X	(EXC.)	X	X	(EXC.)			
Aisha Gordon	~	~	~	~	X	X			
Denise Horland	X	X	X	X	X	X			
Geoffrey Jacobs				(EXC.)	X	X			
Jeremy Katzman	~	~	~	~	(EXC.)	X			
Luke Lewis	~	~	~	~	X	(ALT)			
Annabelle Lima-Taub		(EXC.)	(EXC.)	(EXC.)	(EXC.)				
Edmund Malkoon	(EXC.)	X	X	(EXC.)	X	(EXC.)			
Sarai "Rai" Martin	X	X	X						
Henry Mead	~	~	~	~	X	X			
Wayne Messam		X	X	(EXC.)		X			
Patty Petrone	X	X	(EXC.)	X	X	(EXC.)			
Iris Siple	X	X		X	(EXC.)	X			
Becky Tooley	X	X	X	X	X	X			
Dean Trantalis		X	(EXC.)	X	X	(ALT)			

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF PEMBROKE PARK, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Pembroke Park, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, the Municipality's procurement ordinance and procedures permit the purchase of goods and/or services by "piggyback" on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the City of Casselberry, Florida in accordance with the Agreement entered into February 24, 2020 pursuant to the competitively solicited RFP-2020-0579, Building Official Services in addition to Amendments No. One and Two; and

WHEREAS, Municipality and the Consultant have determined that the City of Casselberry Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. TERM AND CONDITIONS

Except as otherwise stated herein; the terms and conditions of the City of Casselberry Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the City of Casselberry Agreement is attached as Exhibit A. The City of Casselberry Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

The term of this Agreement commences upon full execution of this Agreement and shall expire, as per the terms of the City of Casselberry Agreement, on February 23, 2024. Contingent upon the renewal of the City of Casselberry Agreement, Municipality reserves the right to extend this Agreement for one additional one-year term provided both parties agree to the extension and such extension is approved by Municipality.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. SCOPE OF SERVICE

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes.

5. FEE SCHEDULE

- Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-w), South Area, Series ID: CWUR0300SA0.

- Municipality will permit “unit price” adjustments upwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent changes shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00

Additional Items **	Standard Rate
Vehicle and Fuel Usage	\$0.00
Phone and Applicable Service Charges	\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00
Fees for Continuing Education for Licenses and Certifications	\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00
Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to the Municipality:

Juan Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

If to the Consultant:

Matt K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Jeannie Fabian, Account Manager
Email: jeannie@mtcinspectors.com

9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that

the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this

market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

17. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant 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 Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or 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(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

22. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF 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 MARLEN MARTELL, THE CUSTODIAN OF PUBLIC RECORDS, AT 3150 SW 52ND AVENUE, PEMBROKE PARK, FL 33023, PHONE: (954) 966-4600 X 235, EMAIL: TOWNCLERK@TPPFL.GOV.

23. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Broward County and each party waives any and all jurisdictional and other objections to such exclusive venue.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

25. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF PEMBROKE PARK

By: 
Name: Matthew K. Causley
Title: President
Date: March 13, 2023

Juan C.
By: Jimenez Digitally signed by Juan C. Jimenez
Date: 2023.03.14
09:40:05 -04'00'
Name: Juan C. Jimenez
Title: Town Manager
Date: 3/13/23

EXHIBIT A

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 10720 Caribbean Blvd, Suite 650, Cutler Bay, Florida 33189, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew the term;

WHEREAS, the purpose of this Amendment is to change contract rates per Article 33 for "noncurrent wage rates"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

Renewal of the first (1) of two (2) additional one (1) year periods when in the best interest of the CITY. Term of renewal is February 24, 2023 through February 23, 2024.

SECTION 5 COMPENSATION

The Revised Price Schedule is set forth in Exhibit "A" which is attached hereto and made a binding part hereof.

SECTION 38 PROJECT REPRESENTATIVES

	The CITY Project Representative	The Contractor Project Representative
First and last name	Christopher Schmidt	Thomas M. Walsh
Title	Community Development Director	Regional Director of Operations of Central Florida
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	10720 Caribbean Blvd, Suite 650
City, State, Zip Code	Casselberry, Florida 32707	Cutler Bay, FL 33189
Telephone	(407) 262-7700, Ext. 1110	(407) 615-1964
Email address	cschmidt@casselberry.org	twalsh@safebuilt.com

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/13/2023

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]
Print: Matthew Causley
Title: President

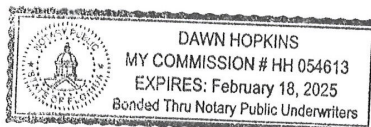
For a corporation:

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (01/24/23) by (Matthew Causley) of (M.T. Causley, LLC), a (Florida) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

My Commission Expires: 02/18/25



[Signature]
Notary Public Dawn Hopkins
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
 95 Triplet Lake Drive, Casselberry, Florida 32707
 Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Revised Price Schedule

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00
Additional Items **	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

M.T. Causley, LLC,

I hereby certify that a SAFEbuilt Company does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

M.T. Causley, LLC,

A true and correct copy of a SAFEbuilt Company proof of registration in the E-Verify system is attached to this Affidavit.

contract for RFP 2020-0579 Building Official Services

Print Name: Matt Causley

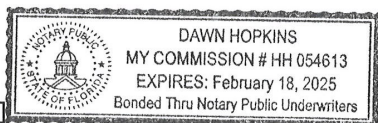
Date: January 24, 2023

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/23 by Matt Causley of M. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced corporation as identification.

[Notary Seal]



Dawn Hopkins
Notary Public

Dawn Hopkins
Name typed, printed or stamped

My Commission Expires: 02/18/25



Company ID Number: 1394267

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and SAFEbuilt, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1394267

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



Company ID Number: 1394267

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of



Company ID Number: 1394267

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

Page 4 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1394267

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



Company ID Number: 1394267

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

Page 6 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1394267

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



Company ID Number: 1394267

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



Company ID Number: 1394267

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



Company ID Number: 1394267

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



Company ID Number: 1394267

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



Company ID Number: 1394267

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



Company ID Number: 1394267

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



Company ID Number: 1394267

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU



Company ID Number: 1394267

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



Company ID Number: 1394267

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

Page 17 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1394267

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



Company ID Number: 1394267

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
SAFEbuilt, LLC	
Name (Please Type or Print)	Title
Gary A Amato	
Signature	Date
Electronically Signed	03/22/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	03/22/2019



Company ID Number: 1394267

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SAFEbuilt, LLC
Company Facility Address	3755 Precision Drive Suite 140 Loveland, CO 80538
Company Alternate Address	
County or Parish	LARIMER
Employer Identification Number	205281305
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	29



Company ID Number: 1394267

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CALIFORNIA	3 site(s)
COLORADO	1 site(s)
FLORIDA	3 site(s)
GEORGIA	1 site(s)
ILLINOIS	3 site(s)
MICHIGAN	3 site(s)
MINNESOTA	2 site(s)
NORTH CAROLINA	1 site(s)
OHIO	3 site(s)
SOUTH CAROLINA	1 site(s)
TENNESSEE	1 site(s)
VIRGINIA	1 site(s)
WASHINGTON	3 site(s)
WISCONSIN	3 site(s)



Company ID Number: 1394267

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Chelsey Welker
Phone Number (224) 806 - 1095
Fax Number
Email Address cwelker@safebuilt.com

Name Tanya Gomes
Phone Number (954) 766 - 2726
Fax Number
Email Address tgomes@safebuilt.com

Name Adam A Morgan
Phone Number (970) 286 - 1473
Fax Number
Email Address amorgan@safebuilt.com

Name Dahiana De La Vega
Phone Number (954) 498 - 9688
Fax Number
Email Address ddelavega@safebuilt.com

Name Arelis Valero
Phone Number (954) 266 - 6464
Fax Number
Email Address avalero@safebuilt.com

Name Gary A Amato
Phone Number (970) 292 - 2227
Fax Number
Email Address gamato@safebuilt.com



Company ID Number: 1394267

Page intentionally left blank

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 1

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to amend the scope of services and increase compensation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

No Change to Term.

SECTION 2 SCOPE OF SERVICES

The scope of services shall be amended as outlined in the attached **Exhibit "A"** – Scope of Services - Amended.

SECTION 5 COMPENSATION

- A. The amount to be paid under this Amendment for services rendered will not exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) annually, for a cumulative total not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 22nd day of August, AD 2022.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

8/22/2022

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]

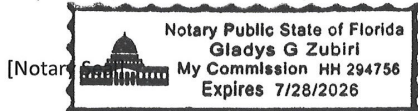
Print: Matt K. Causley

Title: Vice President

For a corporation:

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this August 12, 2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.



My Commission Expires: July 28, 2026

[Signature]
Notary Public
Gladys G. Zubiri
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Scope of Services - Amended

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hourly rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. The Building Inspectors' work hours will be divided into two (2) different shifts: Monday through Thursday 7:00 a.m. through 6:00 p.m. and Tuesday through Friday 7:00 a.m. through 6:00 p.m. This schedule is subject to change as City's needs change. Any schedule changes will be agreed to by both parties in the form of a written amendment to this Agreement.
2. Hourly rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
 95 Triplet Lake Drive, Casselberry, Florida 32707
 Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
Price Schedule

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

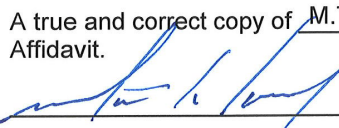
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that M.T. Causley, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of M.T. Causley, LLC proof of registration in the E-Verify system is attached to this Affidavit.

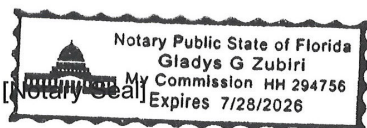

Print Name: Matt K. Causley

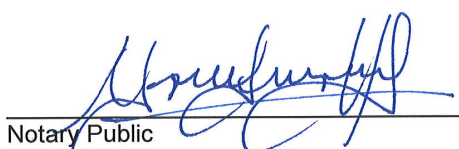
Date: August 11, 2022

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/12/2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.




Notary Public

Gladys G. Zubiri

Name typed, printed or stamped

My Commission Expires: July 28, 2026

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Building Official Services, pursuant to RFP-2020-0579 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on February 24, 2020 and continue through February 23, 2023 and may be renewed for two (2) additional one (1) year terms when in the best interest of the City. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order and a Task Authorization.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered on an as needed basis will not exceed four hundred fifty thousand and 00/100 Dollars (\$450,000.00) annually for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **ANNUAL PRICE ADJUSTMENT CLAUSE**

- A. This clause applies to the hourly rate appearing in the Proposal Price Schedule. This clause shall be applied unilaterally by the Procurement and Contract Management Division in order to arrive at the annual escalation rate to be incorporated at the time of option exercise.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

- B. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- C. Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), South Area, Series ID: CWUR0300SA0.
- D. The City will permit "unit price" adjustments upwardly or downwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- E. The Contractor must request price adjustments, in writing, thirty (30) days prior to the renewal date. If Contractor fails to request a PPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after the City receives their written request and any adjustment will be pro-rated, based on the date of the letter.

SECTION 7 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of non-conformity with the performance of the Services set forth in the Scope of Services, the CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services.

SECTION 8 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 9 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services, commercial and residential standards of practice, provisions of the Florida Building Code, and state accessibility laws.

SECTION 10 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 11 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 12 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 13 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 14 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each Occurrence	\$1,000,000.00
b) Aggregate	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Advertisement Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$ 500,000.00

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Worker's Compensation	\$1,000,000.00
-----------------------	----------------

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and,
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 15 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 16 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 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, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. 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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 17 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 18 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 19 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 20 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 21 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 22 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 23 **FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 24 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 25 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 26 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 27 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 28 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 29 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 30 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
- B. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court; and
- C. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 31 **CITY AS A MUNICIPAL CORPORATION**

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

SECTION 32 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 33 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 34 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 35 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 36 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 37 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

	The City Representative	The Contractor Representative
Attention	Procurement Manager	Matt K. Causley,
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	866 Ponce de Leon Boulevard, 2nd Floor
City, State, Zip Code	Casselberry, Florida 32707	Coral Gables, Florida 33134

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written requirements of the Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

SECTION 38 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

	The CITY Project Representative	The Contractor Project Representative
First and last name	Chris Bowley, AICP	Shellie Ransom-Jackson
Title	Community Development Director	Regional Director
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	1800 Eller Drive, Suite 600
City, State, Zip Code	Casselberry, Florida 32707	Ft. Lauderdale, Florida 33316
Telephone	(407) 262-7700, Ext. 1110	(305) 733-2752
Email address	cbowley@casselberry.org	SRansom-jackson@cgasolutions.com

SECTION 39 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 40 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 41 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 42 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 43 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 44 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 45 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 46 **ARMS-LENGTH NEGOTIATIONS**

This Agreement is the result of bona fide arms-length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 47 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR and is subject to such reasonable modifications as may be required by the CITY's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 48 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

<https://www.flsenate.gov/Session/Bill/2018/00780> [July 1, 2018]

SECTION 49 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or
- B. In the event that the CONTRACTOR is put on the scrutinized companies list enumerated in Section 215.4725, Florida Statutes, or
- C. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- D. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "C"** which is attached hereto and made a binding part hereof.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 24th day of February, AD 2020.

CITY OF CASSELBERRY, FLORIDA

By: Charlene Glancy
Charlene Glancy
Mayor/Commissioner

CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/24/2020

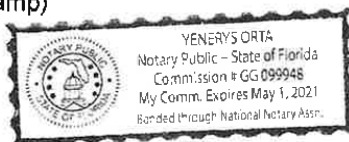
M.T. CAUSLEY, LLC – A SAFEbuilt Company

By: Michael T. Causley
Print: Michael T. Causley
Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 5th day of February, AD 2020, by Michael T. Causley as President of the CONTRACTOR, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)



YENERYS ORTA
NOTARY PUBLIC, State of Florida

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Scope of Services

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.
2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
Pricing Schedule

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

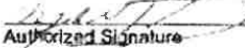
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda. If any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in the RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

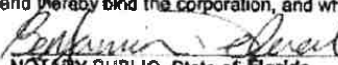
Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**

 **Michael T. Causley** FEIN: **65-0782603**
Authorized Signature Printed Name

President **January 10, 2020**
Title Date

STATE OF **Florida**
COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this **10** day of **January**, 2020, by **Michael T. Causley** as **President** of **M.T. Causley, LLC - A SAFEbuilt Company**, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
Failure to submit this form may be grounds for disqualification of your submission



BENJAMEN ALAJIN DELVAL
Commission # GG 169583
Expires December 10, 2021
Revised New Budget Notary Services

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

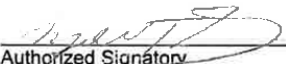
I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein; conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory
President

Title

Michael T. Causley

Printed Name
February 5, 2020

Date

FEIN: 65-0782808

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

To: All Prospective Proposers
From: Rhonda Ulmer, Procurement Manager

Dear Potential Proposer:

The City of Casselberry, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal Form**, herein.

All proposals shall be received by the due date and time as indicated herein. Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Casselberry website: <http://www.casselberry.org/index.aspx?NID=406> through VendorLink, LLC. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Casselberry, Florida.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

TABLE OF CONTENTS

SECTION

- 1 Project Overview
- 2 Proposal Schedule
- 3 General Instructions
- 4 Proposal Response and Format
- 5 Evaluation Process
- 6 General Terms and Conditions

ATTACHMENT

- A Insurance Requirements
- B Conflict of Interest and Non-Collusion Statement
- C Addendum Receipt Acknowledgement Certification
- D Drug-Free Workplace Certification
- E Organizational Information
- F References
- G Proposed Schedule of Subcontractor Participation
- H Contractor Certification Regarding Scrutinized Companies
- I Price Proposal Form
- J Statement of No Bid Submittal
- K Solicitation Response Identification Label

EXHIBIT

- 1 Special Disaster Relief and Recovery Provisions
- 2 Scope of Services and Technical Requirements
- 3 Draft Agreement

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

It is the intent of this solicitation to engage one (1) qualified firm capable of providing Building Official Services for the City of Casselberry ("City"). The Building Official and support services are responsible for the regulatory administration and supervision of plan review, enforcement, and inspection of building construction to ensure compliance with local, state, and federal codes as per the Scope of Services in Exhibit 2, in conjunction with the City building safety staff.

1.02 BACKGROUND

The City of Casselberry was incorporated in 1965, and is generally located at the intersection of U.S. Highway 17-92 and State Road 436. Both of these roads are known for substantial development. The City is committed to new and redevelopment activities along U.S. Highway 17-92, including a mix of retail, government, residential and recreational activities.

Located north of downtown Orlando, Casselberry's government is focused on meeting the needs of businesses looking to relocate and entrepreneurs who are seeking an ideal location to start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community to do business, live, and enjoy the outdoors.

The City operates under a Commission/Manager form of government and provides a full range of services. These include police, construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water, sewer infrastructure, engineering, planning, community development, code compliance, general administration, support services, recreational, and cultural events.

A quick City snapshot (as of 2019 provided by the Casselberry Community Development Department):

- Area: 7.6 square miles;
- Population: 30,035
- Median Household Income: \$46,300;
- 17 Parks;
- Numerous Lakes; and
- Public Golf Course.

1.03 TERM

It is anticipated an Agreement will be awarded for a period of three (3) years that may be extended at the option of the City for two (2) additional one (1) year periods. Total contract length, including all renewals shall not exceed five (5) years. The City will reserve the right to cancel this agreement at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

1.04 MINIMUM REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer must provide documentation to demonstrate meeting the minimum qualifications.

- A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- B. All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
- C. **The Firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of three (3) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
- D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida. **The Firm shall have been in business for a minimum of three (3) consecutive years**. This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.
- E. Building Code Administrators, Inspectors, and Plans examiners have a minimum of four (4) years of experience in building design and the construction industry. Individuals must be licensed through the Florida Department of Professional Regulations.
- F. Previous experience as a Building Code Administrator with a local municipality is preferred.
- G. Bachelor degree in Architecture, Engineering, Construction Management or related field with four (4) or more years of experience in the area of Construction Management, or an equivalent combination of education, training, and experiences.
- H. A State of Florida Certification as a Building Code Administrator is required for this position.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents, when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.05 RFP SECURITY BOND (Not Applicable)

The RFP response shall be accompanied by an RFP Security Bond equaling five percent (5%) of the total RFP price. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their RFP response.

A. The RFP Security Bond shall be submitted in the form of a Bid Bond; in the amount of five percent (5%) of the total RFP price, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total RFP price. Money orders and checks must be made payable to the City of Casselberry and shall accompany your bid submittal.
3. The terms of the RFP Security Bond shall be:
 - i. The Proposer shall enter into an agreement if awarded to the Proposer;
 - ii. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the RFP process and letting the agreement;
 - iii. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
 - iv. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as RFP Security Bond into an interest bearing account shall be retained by the City.

B. Return of RFP Security Bond: As soon as the RFP responses have been evaluated, the City may, at its sole discretion, return or release the RFP Security Bonds accompanying such RFP responses, which in its sole judgment, would not likely be considered for award. All other RFP Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer(s); after which any remaining RFP Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

the City the return of the RFP Security Bond or alternative form of security used. RFP Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)

Upon award of this project, the successful Proposer(s) shall furnish a Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bonds or alternative form of security; shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. In lieu of a Payment and Performance Bond, the successful Proposer(s) may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry. The irrevocable Letter of Credit shall contain the following:
 - The "Beneficiary" shall be stated as:
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
 - The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- iii. Cash (U.S. currency only).
- 3. The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful Proposer(s) shall assure faithful performance of this project;
 - ii. The successful Proposer(s) shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the City; and,
 - iv. Nothing in this section shall be construed to limit the authority of the City Commission, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

- B. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer(s) to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Proposer(s) in writing.

SECTION 2 PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date or the pre-proposal date must be changed, respondents will be notified via an Addenda.

Tentative Schedule	
Task	Date
RFP Released	Monday, December 9, 2019
Deadline for Questions by Interested Parties	Monday, December 23, 2019, 2:00 p.m.
Proposal Due Date and Time	Tuesday, January 14, 2020, 2:00 p.m.
Evaluation and Shortlist	Wednesday, January 22, 2020, 8:30 a.m.
Informal Interviews	January/February 2020
City Commission Approval of Contract	February 2020

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained at no charge from the City's website at: VendorLink, LLC <https://www.myvendorlink.com/common/default.aspx>. Register as a vendor to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue bid submittals shall in no way obligate the

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC System has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS

The City of Casselberry Procurement Division, its website and service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)

A Non-Mandatory Pre-proposal Conference will be held in the Casselberry City Hall City Commission Chambers, located at 95 Triplet Lake Drive, Casselberry, Florida 32707. **The date and time are included in the Project Schedule.** Pre-Proposal conference attendance is strongly encouraged.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing and hand-delivered or delivered electronically through email to the attention Procurement Division that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

Procurement Division
City of Casselberry
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
Phone: (407) 262-7700, Ext. 1142
Email: procurement@casselberry.org

- A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Procurement Division **prior** to proposal opening, should clarification be required.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Proposer to contact the Procurement Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

executed addenda with each proposal.

E. Addenda will be available to all Proposers and will be uploaded to VendorLink® on the Procurement website at: <https://www.myvendorlink.com/common/default.aspx>.

3.06 PREPARATION AND FORMAT

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

3.07 PAGE LIMITATION

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

3.08 COMPLETENESS

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Selection dividers with tabs properly labeled with Tab numbers to identify each required criteria in Section 4.
- B. All attachments shall be placed under the appropriate tab for that sub-section.
- C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

3.09 JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

3.11 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 PROPOSAL REPRODUCTION

Please submit one (1) unbound original. The proposal submittal **MUST** also include an electronic version on a USB containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

3.13 SUBMISSION OF PROPOSALS AND DELIVERY

- A. Sealed proposals shall be received in the City's Procurement Division at or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer's agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location. Proposals shall be included in an sealed envelope or packing material plainly marked on the outside "Proposal Enclosed" with the following information:

City of Casselberry
Attn: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
RE: RFP-2020-00579 Building Official Services

For your convenience, Attachment K, **Solicitation Response Identification Label**, has been provided to properly identify and affix to your RFP response.

**City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org**

**REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES**

Due Date: January 14, 2020 - 2:00 p.m.

1. If your proposal is submitted by mail, please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Procurement Division when the services of the USPS are used, a Proposer or Proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
2. When using the USPS, UPS, FEDEX or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the Procurement Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**
3. No electronic proposal submissions by email, fax or other electronic means will be accepted.

3.14 PUBLIC OPENING OF PROPOSALS

Proposals will be announced publicly by the Procurement Division on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

3.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.16 OWNERSHIP OF DOCUMENTS

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

- A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation and/or awarded agreement as a result of this solicitation process are, and shall remain, the property of the City whether the project for which they are made is executed or not.
- B. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful Proposer(s) shall be delivered by the successful Proposer(s) to the City at the conclusion of the project or the termination of the successful Proposer(s)' services.

SECTION 4 PROPOSAL RESPONSE AND FORMAT

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- A. **Letter of Transmittal.** Provide a letter of transmittal, limit to two (2) pages, signed by an authorized representative of the Proposer, including a brief description of your firm's location, organization structure, and philosophy.
- B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Field Supervisor. Identify and include subcontractors and work to be performed by subcontractors. Include a project team organizational chart that includes team members and their project role.
- C. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
1. Cases, which are related to contractual services provided in the regular course of business.
 2. The regional/district office that will be supporting this contract.
 3. Sanctions: List any regulatory or license agency sanctions.
 4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
 5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.
 6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.
- D. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year's financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer's financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer.
- E. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

4.02 SIMILAR PROJECTS – TAB “B”

- A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer's firm, as follows:
1. Client name, address, phone, fax number and email address;
 2. Description of all services provided;
 3. Performance period; and,
 4. Total annual amount of contract.
 5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.
- B. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Casselberry.

4.03 PROJECT APPROACH – TAB “C”

- A. Define the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. The current and projected workload of Firm.

4.04 PRICE PROPOSAL – TAB “D”

The **Price Proposal Form**, shall be completed, notarized and included in the Required Forms Tab. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

- A. When applicable, the Price Proposal may be evaluated using the below formula :

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Proposer	Proposed Price	Applied Percentage (%)		Maximum Score		Weighted Score
A	\$42,500.00	84%	X	25	=	21
B	\$40,000.00	89%	X	25	=	22
C	\$35,500.00	100%	X	25	=	25

4.05 RFP REQUIRED FORMS – TAB “E”

Proposers shall include all applicable and properly executed forms under Tab E.

- A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Casselberry.
- C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
- D. **Drug Free Workplace Certification.** If applicable, Proposers must complete, sign, and notarize the **Drug Free Workplace Certification**.
- E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information**. Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
- F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Casselberry staff shall not be provided or considered)
- G. **Sub-contractors.** Proposers must list any sub-contractors that shall be used to accomplish the Scope of Services on the **Proposed Schedule of Subcontractor Participation**. If no subcontracting will be utilized on this project, indicate on top of form.
- H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- I. **Proof of Licenses/Certification.** Please include copies of applicable licensure/certification, including; but not limited to:
 1. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
 2. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
- J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

- K. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal if they have not done business with the City or have not provided a W-9 within the last two (2) years. A tax identification number is required to do business with the City.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA.

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	30
B	Similar Projects/References	15
C	Project Approach	15
D	Price Proposal/Fee Schedule	40
MAXIMUM TOTAL POINTS		100

ADJECTIVAL RATING

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

- 0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
- 1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

5.01 DETERMINING RESPONSIBILITY

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer's ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with the City;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

The City of Casselberry has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Casselberry may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Casselberry. Material deviations cannot be waived.

5.03 EVALUATION PROCEDURE

- A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.
- B. An initial review is performed by the Procurement Division to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:
 - 1. The proposal was submitted by the stated deadline;
 - 2. All required documents have been submitted;
 - 3. All documents requiring an original signature have been signed and submitted; and
 - 4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.
- C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

5.04 EVALUATION COMMITTEE

The Evaluation Committee is comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials appointed by the City Manager or Designee in coordination with the requesting department. The Evaluation Committee consists of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The designated Procurement Representative serves as the non-voting chair of the committee.

5.05 INITIAL RANKING - SHORLIST

The Evaluation Committee may rank and shortlist a minimum of three (3) firms based upon the criteria established herein.

If fewer than three (3) firms submit a proposal, the City may elect to have presentations or interviews; proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

5.06 PRESENTATIONS OR INTERVIEWS

The Evaluation Committee may conduct informal interviews with the Proposer regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Procurement Division will notify all selected Proposers of the City's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have officials of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Division and a member from the requesting Division/Department/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting,

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.08 RIGHT TO CANCEL OR REJECT

- A. As the best interests of the City may require, a solicitation may be canceled, or the Procurement Administrator may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the Section 5.14 of City of Casselberry Purchasing Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
- B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

5.09 SHORTLIST

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on the City of Casselberry website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>. Proposers may also call the Procurement Division for results.

5.10 NOTICE OF INTENT TO AWARD

The Procurement Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Casselberry's website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>

5.11 PROTESTS AND APPEALS

- A. Any prospective Proposer or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest shall be received in the Procurement Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Casselberry Purchasing Policy.
- B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Casselberry Purchasing Policy.
- C. The decision of the City Commission shall be final and conclusive.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

5.12 AGREEMENT/CONTRACT

The City's standard agreement for the services is included herein. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

- A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
- B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
- C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
- E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
- F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

5.13 AWARD OF CONTRACT

- A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.
- B. The Procurement Division and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the City.

5.14 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

5.15 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

5.16 ADDITIONAL INFORMATION/DATA

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.01 INTERCHANGE OF TERMS

- A. Throughout this solicitation document, the terms Contractor, Proposer and/or Respondent may be used interchangeably with each other.
- B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

6.02 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Casselberry abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

- A. Multi-Year Contracts and Appropriation of Funds (As applicable)
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

6.03 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

6.04 PURCHASING CARD PROGRAM

The City of Casselberry offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

6.05 INVOICES

A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida, 32707. For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6.06 LOCAL BUSINESS TAX RECEIPT

Both the City of Casselberry and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (407) 262-7700, Ext. 1109.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

6.07 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Casselberry.

6.08 PERMITS, LICENSES OR FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

6.09 TAXES

The City of Casselberry is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012530043C-7 and the Federal Employee Identification Number is 59-1056912. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

6.10 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

6.11 CONFLICT OF INTEREST

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Casselberry. Furthermore, all Proposers shall disclose the name of any City of Casselberry officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Proposer to ensure compliance with the Section 2.1, Conflict of Interest of the City of Casselberry Purchasing Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

6.12 NON-COLLUSION/LOBBYING CERTIFICATION

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

6.13 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

6.14 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsive, and, as such, the bid will not be accepted by the City.

6.15 INDEMNIFICATION

A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded agreement. The successful Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

6.16 INSURANCE REQUIREMENTS

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** (Reference Section VII, letter E) with your proposal submittal.
- B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement Division within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Casselberry as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

6.17 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Casselberry in accordance with all Florida Statutes.

6.18 ACCEPTANCE OF GOODS/SERVICES

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.19 DRUG FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification** and include with your RFP response.

6.20 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement Division, City of Casselberry 95 Triplet Lake Drive, Casselberry, Florida 32707, telephone (407) 262-7700, Ext. 1142 not later than seven (7) days prior to the date on which the accommodation is requested

6.21 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

6.22 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

6.23 PROPOSAL USE BY OTHER AGENCIES

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

6.24 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.
- D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

6.25 QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Procurement Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Division, in writing, by the date stipulated in the tentative schedule in Section 1.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Procurement Division.

6.26 OFFICE OF RECORD

The City of Casselberry Procurement Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., via phone at (407) 262-7700, Ext. 1142.

6.27 TIME OF PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

6.28 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

6.29 COST OF SUBMITTAL

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

6.30 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

6.31 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Proposer certifies that in connection with this proposal:

"The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor."

6.32 RESPONSIBILITY OF PROPOSER

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

6.33 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

6.34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this agreement is or will be funded using state or federal funds, the Proposer shall comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Proposer shall (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

6.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

6.36 ESTIMATED QUANTITIES

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

6.37 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

6.38 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

6.39 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the Work or otherwise creating an appearance of an undercapitalized Bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

6.40 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

6.41 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, 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 Section 287.135, Florida Statutes.

6.42 TRUTH IN NEGOTIATION CERTIFICATION

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of \$190,000 to establish a fair and reasonable price.

6.43 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

- A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in

**City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org**

**REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES**

Due Date: January 14, 2020 - 2:00 p.m.

Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
 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, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

6.44 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

6.45 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "A"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____

MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A.** This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement]
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement:
_____.

My name is _____ and my relationship to the above entity is _____.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # _____ for _____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. 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.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. 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.
6. 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.
7. 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.
8. 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 Casselberry government.
9. 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.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature Printed Name FEIN: _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☐	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

FEIN: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "F"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory _____ Printed Name _____ FEIN: _____

Title _____ Date _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Building Inspector	\$0.00	\$0.00
Additional Items	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

Title _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "J"
Statement of "No Bid Submittal"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Casselberry, Procurement Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP-2020-0579, titled Building Official Services for the following reason(s):
[Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

_____ Title _____ Date _____

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "K"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

If you are hand-delivering your proposal in person, the City requests that all visitors call Ext. 1142, Procurement Division, from the courtesy phone located on either the 1st or 2nd Floor reception area. The solicitation submittal will be date stamped and a record of all deliveries will be documented by the Procurement Division.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION
RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: PROCUREMENT DIVISION

SOLICITATION NUMBER: RFP-2020-0579

TITLE: BUILDING OFFICIAL SERVICES

SOLICITATION DUE DATE: _____ **TIME: 2:00 P.M.**

FROM: _____

DELIVER TO: City of Casselberry
Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "1"

SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS

For the purposes of the City, as a sub-recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this Exhibit as required by the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Contractor agrees to comply with the following contract provisions, as applicable for the parameters as outlined in each provision below:

- 1. Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.
- 2. Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.
- 3. Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.
- 4. Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engage, nor shall the City pay any costs which can be mitigated through the sale of

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

- 5. Equal Employment Opportunity.** The Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." The Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.
- 6. Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 7. Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars (\$2,000.00) and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.
- 8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is 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 workweek 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 9. Reporting Requirements; Patent and Copyrights.** The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:
 - (i) Reporting;
 - (ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
 - (iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401.

- 10. Access to Records.** The Contractor and its subcontractors shall permit access by the State of Florida, the City of Casselberry or any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- 11. Record Retention.** Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
- 12. Environment Regulations.** If the Contract is in excess (\$150,000.00), the Contractor and its subcontractors agree as follows: (a). 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), including Environmental Protection Agency regulations (40 CFR part 15). The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
- 13. Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 14. E-Verify Program.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract,

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

- 15. Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
- (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
 - (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
 - (iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.
- 16. Small, Minority, and Women's Business Enterprises.** Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.
- 17. Debarment; Ineligibility.** The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, the Contractor shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. The Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.

- 18. Convicted Vendor List.** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.
- 19. Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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. The Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.
- 20. Lobbying -Byrd Anti-Lobbying Amendment – 31 U.S.C. § 1352, as amended.** (\$100,00 or more)
The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities. 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.
- The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.
- 21. Fees and Commissions.** The Contractor warrants that it has not:
- (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- (ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
- (iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

- 22. American with Disabilities Act of 1990 (ADA).** The Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Casselberry pursuant thereto.
- 23. Resource Conservation and Recovery Act of 1976.** The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.
- 24. Subcontracting; Payment to Subcontractors.** The Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

- 25. State and Federal Law; Inclusion in Subcontracts.** The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.
- 26. DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.
- 27. Compliance with Federal Law, Regulations, and Executive Orders.** The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 28. No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 29. Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by _____ whose business address [Name of entity submitting sworn

Statement] is _____ and its Federal Employer Identification Number (FEIN) is _____. My name is _____ and my [Please print name of individual signing] relationship to the above is _____.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AUTHORIZED SIGNATORY

Typed Name of AUTHORIZED SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer 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 the City of Casselberry. 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 the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory Printed Name FEIN: _____ DUNS: _____

Title Date CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory Printed Name FEIN: _____ DUNS: _____

Title Date CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "2"
SCOPE OF SERVICES

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

The City currently tracks permits using Naviline software. There is one (1) staff member in the Building Division. This position is the Building Services Coordinator that manages the day-to-day operations of the building division. The Contractor will work directly with the Building Services Coordinator to process and issue all permits.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2017	\$315,483.96	\$28,897.80	\$278,911.42
2018	\$135,038.21	\$43,447.00	\$152,238.14
*2019	\$468,005.58	\$45,393.44	\$470,859.39

Fiscal Year	Number of Permits Issued
	Building Permit
2017	2,297
2018	2,550
*2019	2,988

* as of 11/20/2019

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current work day and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

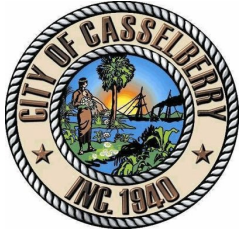
REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "3"
Draft Agreement

A sample draft agreement, consisting of sixteen (16) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK



RFP -2020-0579
Building Official Services

ELECTRONIC

City of Casselberry
January 14, 2020 | 2:00PM

Shellie Ransom-Jackson

Regional Director
305.733.2752
SRansom-Jackson@cgasolutions.com

M.T. Causley, LLC
18001 Gulf Blvd
Redington Shores, FL 33708



Table of Contents

Tab A - Firm Qualifications and Experience	Page 1
• Letter of Transmittal • Individuals and Qualifications • Financial Information	
Tab B - Similar Projects	Page 37
Tab C - Project Approach	Page 44
Tab D - Price Proposal	Page 52
Tab E - Required Forms	Page 54
• Insurance Certificate • Conflict of Interest/Non-Collusion • Addendum Receipt Acknowledgement Certification • Drug Free Workplace Certification • Organizational Information (Authorized Signatures) • References • Sub-contractors • Scrutinized Companies Certification • Proof of Licenses/Certification • Local Business Tax Receipt • W-9	





January 10, 2020

City of Casselberry
Attention: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, FL 32707

Re: RFP 2020-0579 Building Official Services

Please accept M.T. Causley, LLC - A SAFEbuilt Company's (M.T. Causley) formal response to the City of Casselberry's (the City) request for *Building Official Services*. We are excited for the opportunity to assist the City with Building Official, Plans Review and Inspection Services. Our team has reviewed the Request for Proposal (RFP) carefully, and we fully understand the City's requirements. Services will be provided through our satellite office located in Orlando, Florida.

Since 1996, we have been dedicated to exclusively providing Building Official Services throughout Florida. In 2016, we merged with SAFEbuilt, Inc. And in 2018, SAFEbuilt acquired another well respected, multi-service firm: Calvin, Giordano & Associates, Inc. Combining the strengths of all three companies, we are able to offer our clients a wider range of services across the nation.

We have partnered with more than eighty (80) municipalities in various capacities: helping them to be safer, develop responsibly, and improve service to local citizens. Our success is reflected on understanding the unique needs of each municipality, tailoring our services based on those needs and then provide a solid team of well-qualified and experienced professionals to meet the goals and objectives of the community. For that reason, we have assembled a team of professionals who reside and work near the City to guarantee responsive, attentive service. This team consist of multi-licensed Building Officials, Inspectors and Plan Examiners, licensed in all trades and by the Department of Business & Professional Regulations.

The designated team will be supervised by our Project Manager, Shellie Ransom-Jackson, CBO. As a licensed Building Official with many years of experience, Shellie knows exactly what is needed to operate a successful building department. She works directly with neighboring cities making sure services are



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 2

(cont'd)

delivered at an optimal level. She allocates staff based on the needs of each city. And works diligently with decision makers ensuring they have the required services to keep their communities safe.

Throughout our response, we aim to differentiate ourselves as the only company that can provide the highest quality services and most enhanced value to the City - not only through our experience, but also through dedication to customer service and flexibility to adapt to fluctuating workloads.

We understand the commitment staff has in delivering services to City residents, and we will commit to operate as an extension of this high-quality service. Thank you for your time and consideration in reviewing our qualifications. If you have any questions during evaluation, please feel free to contact Shellie Ransom-Jackson at 305.733.2752 or Sransom-jackson@cgasolutions.com.

Best Regards,



Michael T. Causley
President



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 3

Individuals and Qualifications

We have designated a team of multi-licensed individuals that meet the City's minimum requirements. The assigned personnel include:

- Shellie Ransom-Jackson, CBO - Project Manager
- Scott Davis - Field Supervisor & Primary Building Official, Plans Examiner & Inspector
- Philip Sutherland - Alternate Building Official, Plans Examiner & Inspector
- Raymond Schaub - Alternate Building Official, Plans Examiner & Inspector
- Luis Colon - Alternate Residential & Commercial Plumbing Inspector
- Electrical (Commercial & Residential)
- Plumbing
- 1&2 Family
- Inspectors
 - Building
 - Roofing
 - Mechanical
 - Electrical (Commercial & Residential)
 - Plumbing
 - 1&2 Family
 - Home
 - Fire
- Floodplain Managers
- Certified Contractors
- Master Code Professional

Our team has worked and trained with multiple municipalities throughout Florida. Consequently, staff are knowledgeable in various computer software including Click2Gov. Their experience working in the building department with municipality staff, contractors and homeowners has resulted in a level of knowledge that enables them to provide quality service with the welfare of the citizens as the principal goal.

Collectively, staff holds over fifteen different types of licenses, such as:

- Building Code Administrators (aka Building Official)
- Plan Examiners
 - Building
 - Mechanical

To stay current with the latest code changes, the professional team completes a minimum of sixteen (16) hours of continuing education every year. Some staff members have obtained Bachelor's degree in construction management and others have further advanced their studies by obtaining their Master's degree. With more than 20 years of experience per staff member, collectively the assigned personnel has over 80 years of experience providing Building Official, Plan Review and Inspection services.

Additionally, the team has completed over 200,000 inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from single family homes, to large



residential developments, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers. Additionally, the team has provided over 300,000 inspections of new unoccupied and occupied renovations, and expansion projects including, but not limited to:

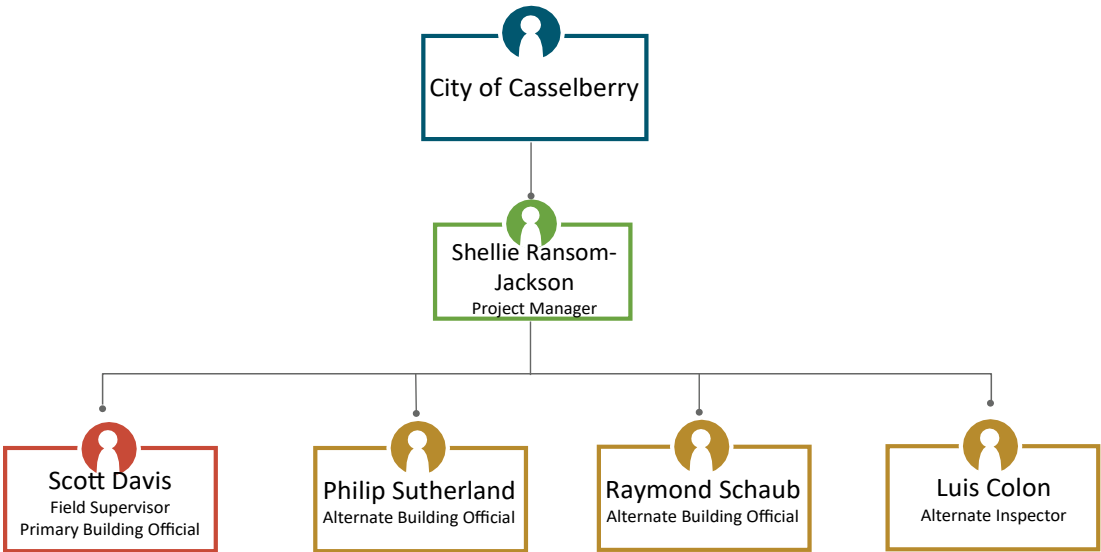
- | | | |
|---|--------------------------------------|--|
| – Residential developments | – Airport hangar | – Banks |
| – Multi-family dwellings | – Tunnels | – Grocery stores |
| – LEED Buildings | – Bridges | – Pharmacies |
| – Hospitals and medical facilities | – Low income housing | – Elementary, Middle and High Schools |
| – High-rise buildings | – Gymnasiums | – Schools and Universities (state and privately owned) |
| – Large commercial retail developments | – Hotels | – Solar panel systems |
| – Parking garages - above and below grade | – Pools (commercial and residential) | – Pre-schools & daycares |
| – Cement plants | – Train stations | – Prefabricated and Modular bathrooms for hospitals |
| – Industrial buildings | – Recreational centers | – Churches |
| – Housing Authorities | – Cruise terminals | – Automated parking systems & mechanical car stacker |
| – Single-family homes | – Theme parks | – Dentist offices |
| – Retirement communities | – Fire stations | – Ambulatory centers |
| – Historical buildings | – Shopping malls | – Production studios |
| – Medical Examiner’s office | – Construction trailers | – Loading docks |
| – Refrigerated buildings | – Electric Cooperative | – Liquid natural gas plant |
| – Threshold buildings | – Aqueducts | – Elevators |
| – Silos | – Shipyards | – Casinos |
| – Marinas | – Gymnasiums | – Self storage facilities |
| – Waterfront properties | – Sport fields | – Chillers |
| – Restaurants | – Arenas | – Sorority/Fraternity houses |
| – Parks | – Apartment complexes | – Warehouses |
| – Courthouses | – Libraries | |
| – Government buildings | – Museums | |
| | – Signs | |

Qualifications, experience and certifications for each assigned staff member is included on their resumes found on the following pages.



Project Team & Subconsultants

The assigned personnel consist of in-house, full-time staff. We have sufficient staff to meet the needs of the City. Therefore, we will not be utilizing any subcontractors for this project. Below is an organizational chart representing our team members and their role for this project.



SHELLIE K. RANSOM- JACKSON

Building Code
Administrator,
Building Inspector & Plans
Examiner

Years of Experience: 10+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU15

Standard Inspector,
BN4404

Standard Plans Examiner,
PX2199

Certified General
Contractor, CGC60553

EDUCATION:

Master of Public
Administration, Nova
Southeastern University

Bachelor of Business
Administration, AIU Online

Associate of Science in
Building Construction
Technology, Miami-Dade
College

AFFILIATIONS:

2nd Vice President of
Broward County Building
Officials Association

President of South Florida
Building Officials
Association

Membership Co-Chair of
the National Black Women
in Construction

Shellie is a highly qualified professional with an exceptional ability to provide effective leadership and proficient management. Having worked in both the private and public industries, she is uniquely qualified to facilitate both public and private development. She has excellent communication and organizational skills with an outstanding ability to work successfully with diverse groups.

MUNICIPAL EXPERIENCE:

- **City of Miami Gardens**, Miami Gardens, FL - Building Official/Director of Development Services and Code Compliance Departments

Responsibilities include:

- Direct supervision of forty-five administrative, technical, inspection, plan review, and administrative staff in all activities related to building services, planning and zoning, engineering and code compliance.
- Monitor Davis-Bacon wages and minority participation for various State/Federal-funded projects.
- Responsible for an overall budget of \$14,000,000.

- **Seminole Tribe of Florida**, Ft. Lauderdale, FL - Building Official/Director, Building Inspector Tribal Inspection

Responsibilities include:

- Administrate and delegate a variety of functions such as permit application review, permit issuance, and field inspections; the evaluation and improvement of service delivery; assessment of individual and departmental performance.
- The development, maintenance and promulgation of rules, regulations and procedures to implement the Seminole Tribe of Florida Building Codes.

- **City of Hallandale**, Hallandale, FL - Building Official

Responsibilities include:

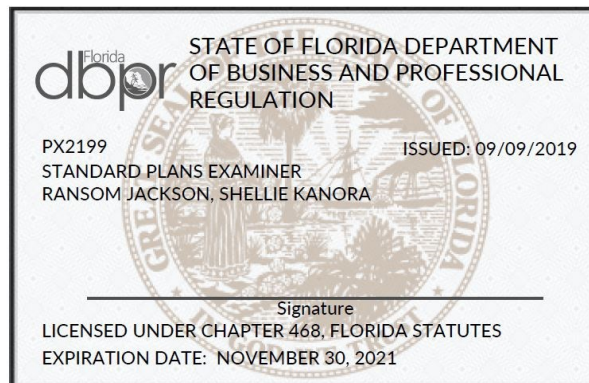
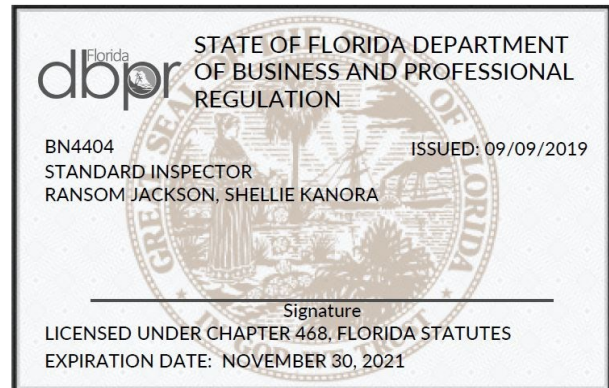
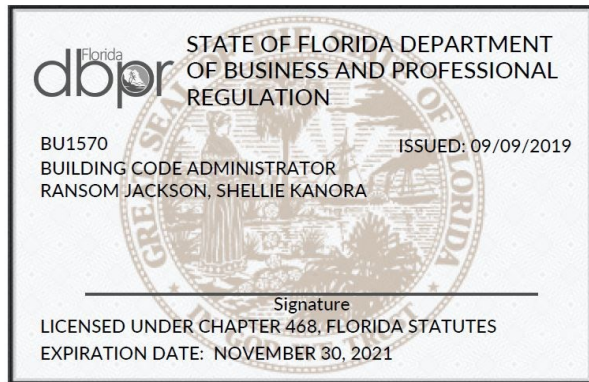
- Plan, supervise, and coordinate activities related to building plan review, inspections, and code enforcement.
- Review, issue, process, and approve building permits.
- Manage a staff of 15 and \$4 million budget.





License information obtained from

www.myfloridalicense.com





THOMAS "SCOTT" DAVIS

Building Code
Administrator, Building,
Mechanical, Electrical &
Plumbing Plans Examiner &
Inspector

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU739

Standard Inspector, BN115

Standard Plans Examiner,
PX54

Certified Building
Contractor, CBC1252187

Certified Master Code
Professional (MCP),
5177842

EDUCATION:

Prince George's County
Community College

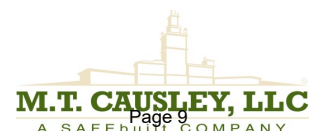
AFFILIATIONS:

Building Officials
Association of Florida

Scott is well seasoned in every relevant aspect of plan review and inspection services. Licensed as a Building Code Administrator (Building Official) for more than twenty-five years, he has worked with and for a variety of municipalities spanning the length and breadth of the state. Consequently, he is familiar with the area and culture and understands the diversity and uniqueness of each population. He easily adapts to his surroundings while providing a professional and superior level of service.

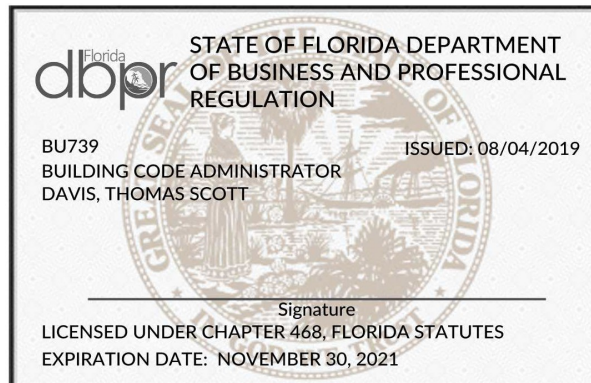
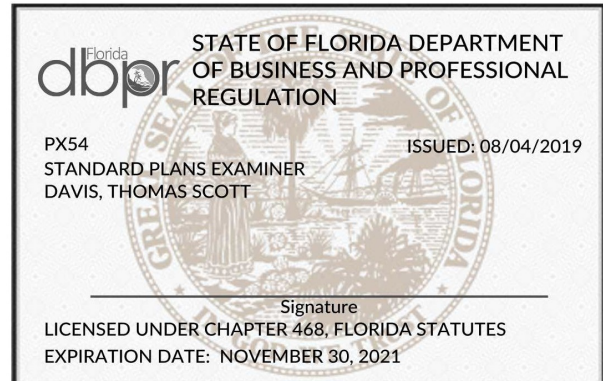
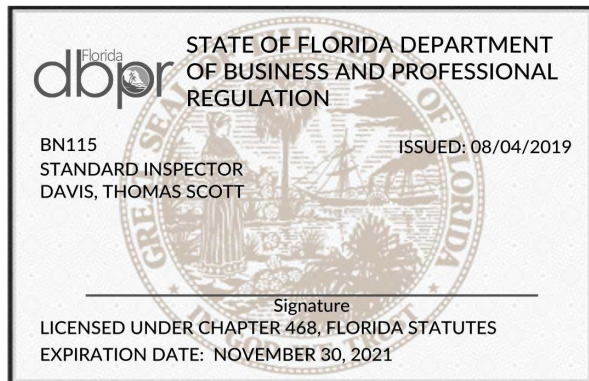
PROFESSIONAL EXPERIENCE:

- **University of Central Florida**, Orlando, FL - Project Manager/Inspector & Plans Examiner
 - **Dr. Phillips Academic Commons** - Plans Examiner & Inspector
 - **Center for Emerging Media** - Plans Examiner & Inspector
 - **Student Parking Garage** - Plans Examiner & Inspector
 - **Bright House Network Stadium** - Plans Examiner & Inspector
 - **Marriott Hotel** - Plans Examiner & Inspector
- **City of Cocoa**, Cocoa, FL - Building Official/Division Manager
 - **University of Central Florida** - Plans Examiner & Inspector
 - **Florida Eastern University** - Building Official
 - **Einsten Montessori Academy** - Plans Examiner & Inspector
 - **Florida Solar Energy Center** - Plans Examiner & Inspector
- **City of Palm Bay**, Palm Bay, FL - Building Official/Division Manager
- **Brevard County**, Melbourne, FL - Deputy Building Official/Plans & Permits Supervisor
- **Brevard County School Board**, Melbourne, FL - Support services, Project Manager Inspections
- **Water Treatment Plant**, Titusville, FL - Plans Examiner & Inspector





License information from the
Department of Business and Professional Regulation





PHILIP W. SUTHERLAND

Building Code
Administrator,
Building, Electrical,
Mechanical & Plumbing
Plans Examiner, Building,
1&2 Family, Mechanical,
Electrical and Plumbing
Inspector
Certified Floodplain
Manager
Fire Inspector I

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU968

Standard Inspector, BN650

Standard Plans Examiner,
PX311

EDUCATION:

Masters of Science, Alameda
College & University

MEMBERSHIPS:

International Code Council
#5131907

National Fire Protection
Association #958613

Southern Building Code
Congress International
#01870

International Association of
Electrical Inspectors,
#00849250

Building Officials
Association of Florida #11/
#2071

Phil has over twenty-five years of experience in the construction industry. He has overseen the construction of a wide range of projects including residential high-rises, government building, healthcare facilities, churches, restaurants, and commercial spaces.

For the past several years, Phil has been dedicated to building code enforcement conducting technical field inspections and reviewing plans of new and existing construction, assuring work conforms to all applicable building codes. He has assisted several cities and counties throughout Florida carrying out the duties of Building Official, Plans Examiner and Inspector for several trades.

MUNICIPAL EXPERIENCE:

- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector & Plans Examiner
- **City of Apopka**, Apopka FL - Inspector & Plans Examiner
- **City of Arcadia**, Arcadia, FL - Inspector & Plans Examiner
- **City of Belle Isle**, Belle Isle, FL - Inspector & Plans Examiner
- **City of Boynton Beach**, Boynton Beach, FL - Inspector & Plans Examiner
- **City of Bradenton**, Bradenton, FL - Inspector & Plans Examiner
- **City of Cedar Key**, Cedar Key, FL - Inspector & Plans Examiner
- **City of Clearwater**, Clearwater, FL - Inspector & Plans Examiner
- **City of Dade City**, Dade City, FL - Inspector & Plans Examiner
- **City of Daytona Beach**, Daytona Beach, FL - Inspector & Plans Examiner
- **City of Deland**, Deland, FL - Inspector & Plans Examiner
- **City of Eustis**, Eustis, FL - Inspector & Plans Examiner
- **City of Fanning Springs**, Fanning Springs, FL - Inspector & Plans Examiner
- **City of Gainesville**, Gainesville, FL - Inspector & Plans Examiner





License information from the
Department of Business and Professional Regulation

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

BN650 ISSUED: 11/16/2019
STANDARD INSPECTOR
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

PX311 ISSUED: 11/16/2019
STANDARD PLANS EXAMINER
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

BU968 ISSUED: 11/16/2019
BUILDING CODE ADMINISTRATOR
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021



RAYMOND L. SCHAUB

Building Code
Administrator, 1&2 Family
Dwelling, Building,
Electrical, Mechanical &
Plumbing Inspector
Building, Mechanical &
Plumbing Plans Examiner

Years of Experience: 25+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU1522

Standard Inspector,
BN4800

Standard Plans Examiner,
PX2702

Home Inspector, HI4726

EDUCATION:

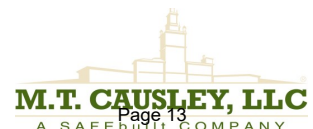
Associates Degree in
Business, Orlando College

Ray has over twenty years of experience in the construction industry responsible for the new construction of residential and commercial projects. He has been involved in a wide range of projects including high-rise mix-use developments, shopping centers, hospital, multi & single-family developments, industrial storage building, sewer & treatment plants and marinas.

For the last several years, he has been working for several municipalities carrying out the role of Building Official, Plans Examiner and Inspector (for building, mechanical, electrical and plumbing trades).

MUNICIPAL EXPERIENCE:

- **Lake County**, Tavares, FL - Building Inspector
- **Leelanau County**, Suttons Bay, MI - Multi-certified Inspector & Plans Examiner
- **Okeechobee County**, Okeechobee, FL - Building Official, Plans Examiner and Inspector, Flood Plain Manager
- **City of Eustis**, Eustis, FL - Building Official
- **University of Central Florida**, Orlando, FL - Multi-certified Inspector
- **Town of Welaka**, Welaka, FL - Building Official
- **City of Crescent City**, Crescent City, FL - Multi-certified Inspector & Plans Examiner
- **Town of Bronson**, Bronson, FL - Building Official
- **City of Chiefland**, Chiefland, FL - Building Official
- **Davenport Elementary**, Davenport, FL - Multi-certified Inspector
- **City of Dunnellon**, Dunnellon, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Minneola**, Minneola, FL - Building Official
- **Polk County**, Bartow, FL - Multi-certified Inspector
- **City of Williston**, Williston, FL - Building Official



License information obtained from

www.myfloridalicense.com

Licensee Details

Licensee Information	
Name:	SCHAUB, RAYMOND L (Primary Name)
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1522
Status:	Current,Active
Licensure Date:	10/27/2006
Expires:	11/30/2021
Special Qualifications	
Modular 1&2	Qualification Effective 10/27/2006

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4800
Status:	Current,Active
Licensure Date:	07/01/2004
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 09/13/2004
Electrical Inspector	06/15/2006
1&2 Family Dw	07/01/2004
Mechanical	01/07/2005
Plumbing	01/07/2005

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2702
Status:	Current,Active
Licensure Date:	06/02/2006
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 05/08/2007
Mechanical	06/02/2006
Plumbing	05/08/2007



LUIS A. COLON

1&2 Family & Plumbing
Inspector,
Plumbing Plans Examiner,
Fire Inspector I & II

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Inspector,
BN3362

Standard Plans Examiner,
PX1996

EDUCATION:

HVAC Tech Certification,
Vidal Enterprise

Studies in Civil
Engineering, Valencia
Community College

CERTIFICATION:

Gas & HVAC Certification
Tech

FEMA: NIMS IS-700 and IS-
195 Certification

Venting and Gas Codes
Certification

Florida Department of
Education SREF Certification

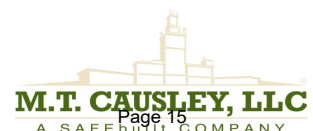
Luis has more than twenty years of experience conducting inspections of new and existing residential properties ensuring compliance with the Florida Building Code Plumbing and applicable codes. His career began working as a plumbing contractor installing, repairing, and maintaining boiler systems, hot and cold water lines, pressure reducing devices, backflow prevention systems, vacuum breakers, gauges and meters, sewer pipe, soil pipe, traps, and any other work pertaining to facility plumbing/boiler systems.

He later advanced his career to become a Plumbing Plans Examiner and Inspector. His responsibilities include: inspecting plumbing and drainage installations for new, existing, renovated, and remodeled buildings, perform witness test of plumbing systems for leaks, examines fixtures, appliances and special fittings.

Luis has worked with several municipalities throughout Central Florida and is familiar with the culture and environment of the area. Consequently, his hands-on experience combined with his extensive knowledge of construction makes Luis is an asset of incalculable value to any building department.

MUNICIPAL EXPERIENCE:

- **City of Clermont**, Clermont, FL - Inspector
- **City of Minneola**, Minneola, FL - 1&2 Family Inspector
- **City of Lake Mary**, Lake Mary, FL - Multi-certified Inspector
- **Winter Park Fire Department**, Winter Park, FL - Volunteer Inspector
- **University of Central Florida**, Orlando, FL - Plumbing Inspector
- **City of Rockledge**, Rockledge, FL - Inspector
- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector
- **City of Winter Garden**, Winter Garden, FL - Inspector
- **City of Winter Springs**, Winter Springs, FL - Inspector
- **City of Casselberry**, Casselberry, FL - Inspector
- **City of Longwood**, Longwood, FL - Inspector
- **Orange County**, Orlando, FL - Inspector





License information from the
Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	COLON, LUIS ANGEL (Primary Name)
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3362
Status:	Current,Active
Licensure Date:	10/09/1998
Expires:	11/30/2021
Special Qualifications	Qualification Effective
1&2 Family Dw Plumbing	
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1996
Status:	Current,Active
Licensure Date:	12/18/2001
Expires:	11/30/2021
Special Qualifications	Qualification Effective
Plumbing	

Litigation

M.T. Causley has not had any disciplinary action, prior or pending litigation or investigation, either civil or criminal, major disputes, contract defaults or liens since the inception of the company, nor have its employees. Additionally, M.T. Causley has not been convicted of a public entity crime or placed on the convicted vendor list.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 17

Financial Information

Evidence of financial stability has been included on the following pages.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 18



Independent Auditor's Report

RSM US LLP

Board of Directors and Members
SAFEbuilt Holding Company and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of SAFEbuilt Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2018 and 2017, the related consolidated statements of income, changes in stockholders' (deficit) equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SAFEbuilt Holding Company and Subsidiaries as of December 31, 2018 and 2017, 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.

RSM US LLP

Denver, Colorado
June 6, 2019

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Safebuilt, Llc DUNS: 01-874-7836

Dashboard

Company Info

Address:
3755 Precision Drive Suite 140
Loveland, CO 80538

Phone:
(866) 977-4111

DBA's:

Mailing Address:

Fax:

URL:

Location Type:
Headquarter

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 76 ▼	Score 581 ▲	Class 1	Score 1423 ▼	Class 4	Recommendation \$40K	Rating 1R3

Payments Summary

Current PAYDEX®: 76 Equal to 6 days beyond terms
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Payments Within Terms (not dollar weighted): 78%
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Scores

PAYDEX®

76 ▼

6 days beyond terms

3 Month PAYDEX®
79



Understanding My Score

Payment History

Total (Last 12 Months): 35

Page 20

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0		1 mo
03/2018	Ppt	\$35,000	\$0	\$0		6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0		4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo

Key

PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trending & Industry Comparison



- This Company (76)
- Industry Median: (78)

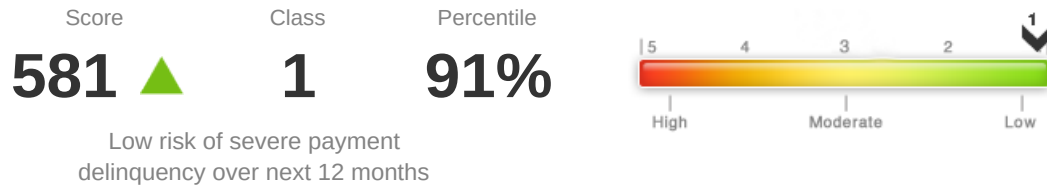
	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
This Company	77	78	78	78	78	78	78	78	78	77	76	76
Industry Quartiles												
Upper	--	--	80	--	--	80	--	--	80	--	--	80
Medium	--	--	78	--	--	78	--	--	78	--	--	78
Lower	--	--	69	--	--	69	--	--	69	--	--	69

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 76 , or equal to 6 days beyond terms
- The 12-month high is 78 , or equal to 3 days beyond terms.
- The 12-month low is 76 , or equal to 6 days beyond terms.

- The present industry median score is 78 , or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Delinquency Predictor Score



Understanding My Score

Incidence of Delinquent Payment:

Among Companies with this Classification: **1.10%**

Average compared to business in D&Bs database: **10.20%**

of Trade experiences exist for this company: **35**

Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



• [My Company \(581\)](#)

Trends - Percentile, 12 Month



• [My Company \(91%\)](#)

Industry Comparison



Invalid License (800). Please contact SoftwareFX Support

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Score	Class	Nat'l %
1423 ▼	4	24%

Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.84%**

Average compared to business in D&Bs database: **0.48%**

of Trade experiences exist for this company: **35**

Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

UCC Filings reported.

High number of inquiries to D&B over last 12 months.

Composite credit appraisal is rated fair.

Business does not own facilities.

Higher risk legal structure.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive

Page 24

data files.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month



- [My Company \(1,423\)](#)

Trends - Percentile, 12 Month



- [My Company \(24%\)](#)

Industry - Comparison

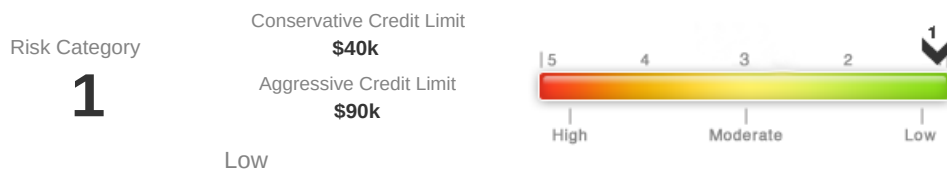


Invalid License (800). Please contact SoftwareFX Support

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Limit Recommendation



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

Page 26

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating
1R3

Number of employees: **1R** indicates 10 or more employees
Composite Credit Appraisal: **3** is fair

D&B Rating	Date Applied
1R3	2016-09-29
1R2	2015-10-13
--	2009-12-04

Understanding My Score

Factors Affecting Your Score

of Employees Total: **60 (Undetermined here)**

Payment Activity (based on 35 experiences):

Average High Credit: **\$7,631**

Highest Credit: **\$55,000**

Total Highest Credit: **\$169,600**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current 76 Equal to 6 days beyond terms
PAYDEX®:
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Total payment Experiences during the last 3 months: 21
Payments Within Terms (not dollar weighted): 78
Total Placed For Collection: NA
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Payment Summary

Total (Last 12 Months): 35

Page 27

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Ret mail-order house	5	\$750	\$250	100%	0	0	0	0
Misc business credit	4	\$6,250	\$5,000	40%	60	0	0	0
Short-trm busn credit	2	\$55,100	\$55,000	100%	0	0	0	0
Radiotelephone commun	2	\$80,000	\$45,000	100%	0	0	0	0
Telephone communictns	2	\$10,250	\$10,000	99%	0	1	0	0
Security broker/deal	2	\$350	\$250	100%	0	0	0	0
Help supply service	1	\$10,000	\$10,000	0%	0	100	0	0
Whol furniture	1	\$2,500	\$2,500	100%	0	0	0	0
Nonclassified	1	\$2,500	\$2,500	100%	0	0	0	0
Misc business service	1	\$100	\$100	100%	0	0	0	0
Reg misc coml sector	1	\$100	\$100	100%	0	0	0	0
Other Categories								
Cash experiences	12	\$950	\$500	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	1	\$750	\$750	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	35	\$169,600	\$55,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 12 Months):6

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt-Slow 30	5,000	\$2,500	\$0	Lease Agreeemnt	1 mo
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	250	\$0	\$0	Lease Agreeemnt	2-3 mos
12/2017	Ppt-Slow 60	250	\$250	\$0	N30	1 mo
07/2017	Slow 60	10,000	\$0	\$0	N10	6-12 mos

All Payments

Total (Last 12 Months): 35

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0	--	1 mo
03/2018	Ppt	\$35,000	\$0	\$0	--	6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo
03/2018	Ppt	\$250	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$100	\$0	N30	1 mo
03/2018	Ppt	\$100	\$0	\$0	N30	4-5 mos
03/2018	Ppt	\$100	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$50	\$0	\$0	N30	2-3 mos
03/2018	Ppt-Slow 30	\$5,000	\$2,500	\$0	Lease Agreemnt	1 mo
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreemnt	2-3 mos
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreemnt	2-3 mos
03/2018	Slow 30	\$250	\$0	\$0	Lease Agreemnt	2-3 mos
03/2018	(016)	\$50	--	--	Cash account	1 mo
03/2018	(017)	\$50	--	--	Cash account	1 mo
03/2018	(018)	\$50	--	--	Cash account	1 mo
03/2018	(019)	\$50	\$0	\$0	Cash account	6-12 mos
03/2018	(020)	--	\$0	\$0	Cash account	2-3 mos
02/2018	Ppt	\$10,000	\$0	\$0	--	1 mo
01/2018	(022)	\$750	\$500	\$500	--	--
12/2017	Ppt-Slow 60	\$250	\$250	\$0	N30	1 mo
12/2017	(024)	\$50	--	--	Cash account	1 mo
12/2017	(025)	\$50	--	--	Cash account	6-12 mos
09/2017	Ppt	\$55,000	\$0	\$0	--	1 mo
07/2017	Slow 60	\$10,000	\$0	\$0	N10	6-12 mos
05/2017	(028)	--	--	--	Cash account	4-5 mos
04/2017	(029)	\$50	--	--	Cash account	1 mo
03/2017	Ppt	\$2,500	\$0	\$0	N30	6-12 mos
11/2016	(031)	\$50	--	--	Cash account	1 mo
10/2016	(032)	\$500	--	--	Cash account	1 mo
10/2016	(033)	\$100	--	--	--	1 mo
09/2016	Ppt	\$100	\$0	\$0	Lease Agreemnt	6-12 mos
05/2016	(035)	\$50	--	--	Cash account	6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Page 29

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	SAFEUILT, LLC	URL:	NA
Doing Business As:	SAFEUILT, LLC	Stock Symbol:	NA
Street Address:	3755 Precision Drive Suite 140 Loveland, CO 80538	History:	NA
Mail Address:	NA	Operations:	NA
Phone:	(866) 977-4111	Present Management Control:	NA
Line of Business:	Business services	Annual Sales:	NA
		Year Started:	2006
		Manager:	NA
		Gross Revenue:	NA
		Financial Condition:	NA

History

The following information was reported: **02/01/2017**

Officer(s):

MICHAEL MCCURDIE, PRES

DIRECTOR(S):

THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Safe Built, Inc. was registered as a corporation on June 30, 2006, under file registration number 4185813 and converted into Safebuilt, LLC on Sept. 26, 2014. Business started 2006.

MERGER/ACQUISITION:

On October 13, 2015, Selina Gonzales, Exec Admin Asst, stated that Independent Inspections, Ltd. has been acquired by Safebuilt, LLC on May 12, 2015 and will be operating as a branch of Safebuilt, LLC. Independent Inspections, Ltd. has now been changed to an Out of Business Status.

RECENT EVENT:

On August 12, 2015, sources stated that SAFEuilt LLC, Loveland, CO, through its subsidiary, SAFEuilt Ohio LLC, Loveland, CO, has acquired Municipal Building Inspection Solutions, LLC, Bedford Heights, Ohio, on July 14, 2015. With the acquisition, Municipal Building Inspection Solutions, LLC will now operate as a subsidiary of SAFEuilt Ohio LLC. SAFEuilt LLC is a portfolio company of Riverside Company. Terms were undisclosed.

MICHAEL MCCURDIE. Antecedents are unknown.

Business address has changed from 70 E Agate Ave, Granby, CO 80446 to 3755 Precision Dr Ste 140, Loveland, CO 80538.

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

Business Registration

We currently don't have enough data to display this section.

Operations

02/01/2017

Description:

Operates business services, specializing in building inspection services (100%).

Terms are undetermined. Sells to undetermined.

Employees: 60 which includes officer(s). Undetermined employed here.

Facilities: Occupies premises in a building.

Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

Page 30

Subsidiaries: This business has multiple subsidiaries, detailed subsidiary information is available in D&Bs linkage or family tree products chartered 2008. Operates as provider of building inspection services.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7389 0203 Building inspection service

NAICS:

541350 Building Inspection Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	12	05/20/16

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

No

Noteworthy special events in the company's file:

09/29/2016:

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

The Chief Executive Officer is now MICHAEL MCCURDIE, PRES.

Value of Open suits, liens and judgments for the company:

Suits	0
Liens	0
Judgments	NA

The following Public Filing data is for information purposes only and is not the official record.

Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Page 34

Suits

We currently don't have enough data to display this section.

UCC Filings

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WISCONSIN, LLC
Filing No.: 2016 3031315
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WASHINGTON, LLC
Filing No.: 2016 3031307
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT GEORGIA, LLC
Filing No.: 06014008885
Filed With: FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA,
GA
Date Filed: 10/13/14
Latest Info Received: 11/21/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT MICHIGAN, LLC
Filing No.: 2014 3994720
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT TEXAS, LLC

Page 32

Filing No.: 2014 3994704
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT LOUISIANA, LLC
Filing No.: 2014 3994498
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT FLORIDA, LLC
Filing No.: 2014 3994480
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ARIZONA, LLC
Filing No.: 2014 3994456
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ACQUISITION COMPANY
Filing No.: 2014 3994415
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ILLINOIS, LLC
Filing No.: 019693740

Filed With: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
Date Filed: 10/03/14
Latest Info Received: 10/21/14

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO

Administrative Debt: NO

Contractor: NO

Grantee: NO

Party excluded

from federal program(s): NO

Possible Candidate:

Labor Surplus Area: N/A

Small Business: YES (2018)

8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financials

Key Business Ratios from D&B



- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
Headquarters (US)		
Company Name	DUNS #	City, State
SAFEBUILT OHIO, LLC	04-685-5929	LOVELAND, COLORADO
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
SAFE BUILT COLORADO, INC.	94-163-2523	LOVELAND, COLORADO
US Linkages		
Company Name	DUNS #	City, State
Subsidiaries		
MUNICIPAL BUILDING INSPECTION SOLUTIONS LLC	05-211-0761	BEDFORD HEIGHTS, OHIO
SAFEBUILT OREGON, INC.	02-215-9401	LOVELAND, COLORADO
Branches		
SAFE BUILT COLORADO, INC.	09-834-2186	WESTMINSTER, COLORADO
SAFEBUILT, LLC	08-001-9905	WAUKESHA, WISCONSIN
SAFEBUILT, LLC	10-065-8066	MCHENRY, ILLINOIS
SAFE BUILT COLORADO, INC.	01-692-9725	FIRESTONE, COLORADO



TAB B
SIMILAR PROJECTS

Similar Projects

Attachment "F" has been completed and is included on the following page.

Following Attachment F, are additional examples that demonstrate our experience and success in providing Building Official, Plan Review and Inspection Services.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 38

Attachment "F" References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Polk County	
Type of Project/Service: Building Inspection & Plan Review Services	
Address: 330 West Church Street, Bartow, FL 33830	
Contracting Agency/Client: Polk County	
Contact Name and Phone #: Chandra Frederick, Building Division Director, 863.534.6564	
Contact Email Address and Fax #: chandrafrederick@polk-county.net Fax: 863.534.5925	
Contract Amount: \$350,000.00	Date Work Performed: March 2015 - June 30, 2022
Project #2:	
Project Name: City of Eustis	
Type of Project/Service: Building Official, Plan Review and Inspection Services	
Address: 10 N. Grove Street, Eustis, FL 32726	
Contracting Agency/Client: City of Eustis	
Contact Name and Phone #: Lori Barnes, 352.483.5462	
Contact Email Address and Fax #: barnesl@ci.eustis.fl.us Fax: 352.357.4177	
Contract Amount: \$100,000.00	Date Work Performed: October 2017 - October 2020
Project #3:	
Project Name: City of Clermont	
Type of Project/Service: Plan Review and Inspection Services	
Address: 685 West Montrose Street, Clermont, FL 34711	
Contracting Agency/Client: City of Clermont	
Contact Name and Phone #: Darren Gray Phone: 352.241.7351	
Contact Email Address and Fax #: dgray@clermontfl.com Fax: 352.394.4087	
Contract Amount: \$137,000.00	Date Work Performed: September 2015 - November 2022*
Project #4:	
Project Name: University of Central Florida	
Type of Project/Service: Plan Review and Inspection Services	
Address: 12479 Research Parkway, Orlando, FL 32826	
Contracting Agency/Client: University of Central Florida	
Contact Name and Phone #: Roy Johnston Phone: 407.823.2661	
Contact Email Address and Fax #: Roy.Johnston@ucf.edu	
Contract Amount: \$227,000.00	Date Work Performed: July 2017 - July 2020
Project #5:	
Project Name: City of Altamonte Springs	
Type of Project/Service:	
Address: 225 Newburyport Avenue, Altamonte Springs, FL 32701	
Contracting Agency/Client: City of Altamonte Springs	
Contact Name and Phone #: Chad Elliott Phone: 407.571.8077	
Contact Email Address and Fax #: CElliott@altamonte.org Fax: 407.571.8082	
Contract Amount: \$10,000.00	Date Work Performed: October 2016 - September 2020

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

*Previously contracted through sister company: Florida Municipal Services, Inc.

Building Official/Building Code Administrator Services



City of Treasure Island, Treasure Island, FL

The City of Treasure Island contacted us for assistance because one of their Inspectors was injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, Plan Review, Inspection and Flood Plain Management services.



City of Bradenton Beach, Bradenton Beach, FL

When the City of Bradenton Beach decided to privatize their Building Department, we provided the City with sufficient staff to manage it successfully. Currently, the City is supplied with a Building Official who is responsible for Plans Review and Inspections for all trade categories. In 2015, the City chose to contract services for five years due to our superior level of service.



City of Bellevue, Bellevue, FL

We have been assisting the City since 2004 with a Building Official responsible for performing Plan Review and Inspections. We've become familiar with the City's processes and procedures as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single family homes. Additionally, our Building Official assists with Flood Plain Management and ISO services.

Building Official/Building Code Administrator Services



Town of Lady Lake, Lady Lake, FL

The Town of Lady Lake entered into a contract as a result of a Request for Proposal in 2016. Although we were not the highest overall ranked firm, the three committee members rated us higher. We provided a lower rate schedule and we seemed better suited to provide redundancy with an alternate staff team. In 2019, the Town issued a new RFP for Plan Review & Inspection Services. We were awarded the three year contract as part of the top ranked firms.



Village of Biscayne Park, Biscayne Park, FL

In 2018, the Village issued a Request for Proposal for Building Permit Review and Inspection Services and Municipal Planning Department. By combining the strengths of M.T. Causley and our sister company, Calvin, Giordano & Associates, we are able to offer the Village a wide range of services. We are primarily responsible for the Plan Review and Inspection services while our partner, CGA, focuses on the municipal planning services. Since October 2018, the Village is staffed with a Building Official and multi-licensed Plan Examiners and Inspectors.



City of Florida City, Florida City, FL

Mr. Causley was contracted to provide Mechanical and Plumbing Plan Review and Inspection Services on an as-needed basis in 1992. The agreement was renewed on a yearly basis during two decades due to our ability to meet the City's needs and provide additional assistance when necessary.

In January of 2015, the City of Florida City issued an RFQ for Plan Review and Inspection Services. We were awarded the contract. We provide Plan Review and Inspection Services for all trades on a daily basis including a Building Official.



Building Official/Building Code Administrator Services

Town of Juno Beach, Juno Beach, FL

When The Town of Juno Beach saw the need to establish its own Building Department in 2006, they called on M.T. Causley for assistance. This contract has been extended based on our excellent performance and understanding of the critical requirements of the Town. Our staff has gained vital insight regarding the Town's processes and operations of the Building Department. Additionally, our staff is familiar with the Town's Energov System, forms and requirements.



M.T. Causley:

Developed ordinances required to adopt the Building Code

Drafted an extensive Fee Schedule for Commission approval

Created all necessary departmental forms, including permit applications, change of contractor, notice of commencement, etc.

Implemented a new computer system and trained Town clerical staff

Provided sufficient staff to operate a successful, full-service building department

Since 2006, M.T. Causley has continued to provide the Town with Building Plan Review and Inspection Services, including a dedicated Building Official. Services include:

- Plan reviews
- Inspections
- Ensuring permits are completed and maintained appropriately
- Response to Code related questions
- Review and inspect Flood Zone and Flood Proofing projects



M.T. Causley also assists the Town by providing Public Works inspections, utilities, other underground and above ground related public works projects including roadways when required. When the original term of this contract expired September 2012, the Town issued an RFP for Building Department Services and M.T. Causley was again chosen to provide services until 2020.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Plan Review & Inspection Services



Polk County, Bartow, FL

Earlier this year, Polk County released a Bid for Temporary Positions: Building Inspectors and Plans Examiners. We were amongst the four firms selected to assist the County with as-needed plan review and inspection services.



Town of Medley, Medley, FL

The Town of Medley found itself in need to privatize it's building department. Therefore, in 2013, a formal Request for Proposal was issued requesting Building Department Services. We were selected and entered into an Agreement on November 4, 2013. Plan Examiners and Inspectors for all trades are provided on a daily basis.



City of West Palm Beach, West Palm Beach, FL

We have been providing Inspection Services to the City since 2010. Multi-certified Plan Examiners and Inspectors are provided upon request. We entered into a piggyback agreement in 2019 for the next four years.



Project Approach

A. Resources

We have assisted Florida government agencies with Building Official, Plan Review and Inspection Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-four (24) years of experience providing services similar to those required in this RFP, we have been called upon to quickly upscale our staff and deliverables. Should the City's needs grow or evolve to include additional services, we have the capability to quickly adapt to expanding needs.

Our team's approach to providing Building Official, Plan Review and Inspection Services is simple: do everything necessary to ensure a smooth integration of existing (City) and new (M.T. Causley) resources. To do so, our staff will meet with the City, identify designated personnel and the main point-of-contact. We will then concentrate our efforts on fulfilling the City's immediate needs to ensure services are provided at an optimal level.



INCREASED
CUSTOMER SERVICE



CLIENT CENTERED
APPROACH



IMPROVE
COST EFFICIENCIES



DATA REPORTING
AND METRICS



INCREASE
WORKFLOW PRODUCTIVITY



ELECTRONIC PLAN REVIEW
AND EFFICIENT
FRONT COUNTER SERVICES



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Personnel

We are able to provide staff year round. Our model offers real advantages to the City by providing flexibility and a sense of security knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. As an outside firm providing services to other Florida government agencies, we are able to address such staffing issues appropriately. We have the capability to easily increase or decrease employee size through our scheduling process. Our commitment to service delivery is number one.

If an increase appears to be permanent, we simply bring in additional full time staff and ensure we have part time staff ready for the next possible surge or absence. This works for our agency, because we have no headcount restrictions, political objectives, or union issues. The City gains access to a deep network of experienced Building Officials, Plan Examiners, trade Inspectors and more. We assume responsibility for all staffing issues. We manage the workload and hiring process, as well as provide salaries, benefits, ongoing training, and vehicles for staff.

Equipment & Supply Resources

Employees are supplied with late model vehicles with removable signage, as well as ladders, electrical test equipment, photography equipment and additional field related equipment necessary to perform their duties. Furthermore, staff is supplied with safety devices and clothing required to meet OSHA requirements. In addition to a library of current code books, laptops are also provided allowing easy access to the most current Florida Building Code.



Staff is also provided with:

- Fuel and vehicle maintenance
- Insurance
 - Liability
 - Workers Compensation
 - Health, Dental, Vision and Life
- Uniforms
- Continuing Education Courses
- Cell phones
- iPads/Laptops
- OSHA Required Safety Equipment
- Code and Reference Books
- Building Guides



B. Services

We are committed to providing the City with Building Official, Plan Review and Inspection Services. The following explains in further detail our approach to delivering each service and task.

Building Official

Scott Davis, an experienced Building Official, will oversee compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes, as well as health, safety and welfare statutes, Unsafe Building Abatement Code, Federal Emergency Management Contractor and all ordinances. Additionally, he will administrate all plan review, inspections and enforcement. Services will be coordinated with responsible local, state, and federal agencies, departments and entities. **Philip Sutherland** and **Raymond Schaub**, also experienced and licensed Building Officials, will support Mr. Davis in the event he is not available.

Responsibilities include:

- Assist with the permitting process established by the City
- Coordinate with the Department's Permit Technician
- Serve as technical advisor for the Building Department
- Issue Permits
- Acts as the liaison to the construction industry, State, contractors and the general public
- Review State Statutes affecting construction and determine impact on the City
- Review, research and make recommendations

for approval of adoption of departmental policies.

Plan Review

Available staff: Scott Davis, Philip Sutherland, and Raymond Schaub

Plan review will be conducted at the City's building department. Staff will review all plans, ensuring they meet the protocol established by the Florida Building Code, National Electric Code, the Building Official in addition to the adopted codes, local amendments and Florida Statute 468.603. Plan review will include building, roofing, plumbing, mechanical, electrical, gas, fire prevention, energy, and accessibility categories for single and multi-family residence, commercial, office and industrial projects.



We will be a resource to applicants on submittal requirements and be available to them throughout the process. We will work with other departments on the concurrent review process and be available for pre-submittal meetings. We are also a resource for other members of the team and will provide support as questions arise in the field from Inspectors.



B. Services (cont'd)

Highlighted responsibilities include:

- Determination of type of construction, use, and occupancy classification and review of plans to determine compliance with applicable codes and ordinances using a state approved Plans Examiner
- Review of plans will result in recommendation of approval, approval with modifications, or denial of the plans with clear and specific written findings and observations that support the recommendations. Reviewers will upload information utilizing Click2Gov permit system.
- Meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation
- Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete
- Walk-thru plans review services may be provided during designated times for minor permits.

Inspections

Available staff: Scott Davis, Philip Sutherland, Raymond Schaub and Luis Colon

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer's experience. Staff will provide on-site consultations to citizens and contractors as part of their responsibility. Staff will perform building, mechanical (HVAC), plumbing, structural and electrical inspections of construction, alteration, repair, remodeling, or demolition of structures.

Responsibilities include:

- Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- Complete field inspections within twenty-four (24) hours of request
- Enter results of inspections into Click2Gov
- Provide clear, specific and definite written final recommendations and observations regarding each inspection completed
- Discuss inspection results with site personnel



- Investigate alleged complaints received at the City and provide written report of inspection and investigation using City inspection forms.
- Staff can conduct change of occupancy inspections as well as investigate complaints, hazardous building inspections and assist with prosecution of building code and hazardous building violations. Staff will provide practical alternatives to bring buildings into compliance and clarify the intent of codes and ordinances.
- Speak with contractors, architects, engineers and citizens about construction projects, code questions and all other related concerns.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

C. Response Time

Implementation Schedule

Implementation will begin with the approval of the City Commission to finalize an agreement and determine a start date. We are available to begin work immediately upon execution of the contract.

During the transition period, it is important that customer service is not compromised. The proposed transition plan will achieve those goals, as we have a complete understanding of the processes involved.

Immediately upon award of contract:

- The designated staff will begin the transition process with the existing staff. Staff will familiarize themselves with the preferred processing methods.
- Project Manager and Field Supervisor will evaluate the workload to determine staffing needs to meet the expected services.
- Project Manager and/or the Building Official will work with the City in establishing services the City may need to ensure the Building Department operates as efficiently and customer-service oriented as possible. For example, we can assist the City in implementing a fee schedule that will be most beneficial to the City and its residents.
- Agreed upon office hours will be determined to provide availability to the public and for meetings with various City entities.

- Staff will work with the existing Building Department staff in completing all in-process plans review and inspections.

The transition period should be completed within two (2) weeks or less. As a result of our experience in assisting cities and counties with the transition and establishment of Building Department Services, the transition should be a smooth and uneventful process.

We can assure the City that the Building Department will be sufficiently staffed with a well-qualified team who will meet the needs of the City.

Plan Review Turnaround

Staff will complete the review of residential and non-residential plans within the City's pre-determined turnaround time. The graphs below represent turnaround times that other City's have elected.

Type of Job	First Check	Re-Check
Residential		
New	5 working days	5 working days
Addition	3 working days	3 working days
Remodel	3 working days	3 working days

Type of Job	First Check	Re-Check
Non-Residential		
New	10 working days	5 working days
Addition	7 working days	5 working days
Remodel	5 working days	5 working days



D. Innovative Concepts

Project Supervision & Quality Control

We pride ourselves in meeting the needs of our clients by maintaining a high level of quality control. We hire experienced staff with all required certifications and licenses. Their skills are maintained and augmented through industry training programs, and inspections are periodically peer-reviewed with supervisors to resolve ambiguities, or to address client concerns.

To ensure quality, we use a Quality Assurance and Quality Control (QA/QC) program where our Chief Project Manager performs random quality inspection evaluations of our staff throughout the year. She also performs a ride-along with staff as a mentoring and training exercise.

Other examples of our QA/QC activities include:

- Usage of standardized processes for scheduling, completion of returned work, reports, and other items to ensure consistency and satisfaction of client experience for work conducted.
- Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Staff feedback as necessary for any discrepancies and/or improvements needed.
- Staff receive training to grow professionally and improve skill sets
- Staff are paid to attend training opportunities
- Staff attends a minimum of 16 hours per year of continuous education courses
- Period building plan peer review

- Inspection staff receive periodic peer reviews and “ride-alongs” to ensure consistency and satisfaction of client experience for work performed
- Project Manager conducts periodic check-ins with clients to receive feedback regarding satisfaction with work performed and services provided.
- We use both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services

Additional Services - Remote Plan Review

We have the ability to provide remote plan review services. The process is simple, increases efficiency, and reduces cost.

- Plans are emailed to our office (via FTP Site, Dropbox, or ProjectDox)
- Plans are reviewed by in-house reviewers certified in each trade
- Comments are issued upon completion of review and can be reviewed through our web based system
- Building Official reviews the comments and decides which comments to enforce based on the City’s ordinances and regulations
- Any additional follow-up reviews can be completed by the Building Official



E. Current and Project Workload

We do not have ongoing projects in the City of Casselberry that would hinder or affect our capacity to assist the City. We will strive to maintain an exceptional level of customer service and exceed the City's expectations.

We are currently contracted with one neighboring city and the University of Central Florida (UCF). UCF is being provided with one full time permit technician and two part-time multi-certified Inspector and Plan Examiners. We maintain a minimum of two Plan Reviewers and Inspectors per discipline to ensure coverage is available in the event a city requires additional support.





City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**		Standard Rate
Vehicle and Fuel Usage		\$0.00
Phone and Applicable Service Charges		\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)		\$0.00
Fees for Continuing Education for Licenses and Certifications		\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses		\$0.00
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

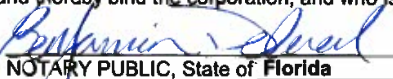
Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**

Authorized Signature:  Michael T. Causley FEIN: **65-0782808**
 Printed Name

Title: **President** Date: **January 10, 2020**

STATE OF **Florida**
 COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this 10 day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
 Failure to submit this form may be grounds for disqualification of your submittal



BENJAMIN ALAN DELVAL
 Commission # GG 166683
 Expires December 10, 2021
 Bonded Thru Budget Notary Services



Attachment "A"
Insurance Requirements

- A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.


AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 186683
Expires December 10, 2021
Bonded Thru Budget Notary Services

NOTARY PUBLIC
STATE OF Florida

MY COMMISSION EXPIRES: 12/10/21

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425 E-MAIL ADDRESS: ckost@rbninsurance.com		
INSURED M.T. Causley, LLC 866 Ponce De Leon Blvd, 2nd Floor Coral Gables FL 33134 SAFELLC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Co.		19682
		INSURER B : Hartford Casualty Insurance Co		29424
		INSURER C : Navigators Insurance Company		42307
		INSURER D : Twin City Fire Insurance Co.		29459
		INSURER E : Great American E&S Ins. Co.		37532
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1074309952**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	☐ A	83WECE0623	5/12/2019	5/12/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry FL 32707

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



AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED M. T. Causley, LLC 97 NE 15th Street Homestead, FL 33030	
POLICY NUMBER 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

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by M.T. Causley, LLC - A SAFEbuilt Company whose business address is
18001 Gulf Blvd, Redington Shores, FL 33708 [Name of entity submitting sworn statement]
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0782808 of the individual signing this sworn statement:
_____.

My name is Michael T. Causley and my relationship to the above entity is President.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2020-0579 for
Building Official Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. 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.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. 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.
6. 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.
7. 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.
8. 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 Casselberry government.
9. 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.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 166683
Expires December 10, 2021
Bonded Thru Budget Notary Services



NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
⚡ Failure to submit this form may be grounds for disqualification of your submittal ⚡

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>Not applicable</u>	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727-202-6825 Fax Number: 727-258-4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signature

President

Title

Michael T. Causley FEIN: 65-0782808

Printed Name
January 10, 2020

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE
Michael T. Causley

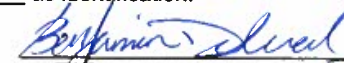
Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



NOTARY PUBLIC, State of Florida
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

PUR-F-304 10/2019



BENJAMIN ALAIM DELVAL
Commission # GG 166683
Expires December 10, 2021
Bonded Thru Budget Notary Services

Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

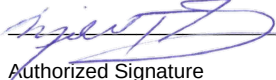
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		18001 Gulf Blvd, Redington Shores, FL 33708			
Federal I.D. Number		65-0782808			

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signature

Michael T. Causley

Printed Name

FEIN: 65-0782808

President

Title

January 10, 2020

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

**ESGIL, LLC
FLORIDA MUNICIPAL SERVICES, LLC
INDEPENDENT INSPECTIONS, LLC
M. T. CAUSLEY, LLC
MTCI PRIVATE PROVIDER SERVICES, LLC
MUNICIPAL BUILDING INSPECTION SOLUTIONS, LLC
SAFEUILT ARIZONA, LLC
SAFEUILT CAROLINAS, LLC
SAFEUILT COLORADO, LLC
SAFEUILT FLORIDA, LLC
SAFEUILT GEORGIA, LLC
SAFEUILT ILLINOIS, LLC
SAFEUILT LOUISIANA, LLC
SAFEUILT MICHIGAN, LLC
SAFEUILT NEW MEXICO, LLC
SAFEUILT OHIO, LLC
SAFEUILT OREGON, LLC
SAFEUILT TEXAS, LLC
SAFEUILT WASHINGTON, LLC
SAFEUILT WISCONSIN, LLC**

Omnibus Written Consent of the Sole Member Without a Meeting

Pursuant to:

- (a) Section 5(b) of the Operating Agreement of Esgil, LLC, a California limited liability company ("*Esgil*");
- (b) Section 5(b) of the Amended and Restated Operating Agreement of Florida Municipal Services, LLC, a Florida limited liability company ("*FMS*"), and Section 605.04073 of the Florida Revised Limited Liability Company Act (the "*Florida Act*");
- (c) Section 5(b) of the Operating Agreement of Independent Inspections, LLC, a Wisconsin limited liability company ("*II*");
- (d) Section 5(b) of the Amended and Restated Operating Agreement of M.T. Causley, LLC, a Florida limited liability company ("*MTC*"), and Section 605.04073 of the Florida Act;
- (e) Section 5(b) of the Amended and Restated Operating Agreement of MTCI Private Provider Services, LLC, a Florida limited liability company ("*MTCI*"), and Section 605.04073 of the Florida Act;
- (f) Section 5.8 of the Operating Agreement of Municipal Building Inspection Solutions, LLC, an Ohio limited liability company ("*MBIS*");
- (g) Section 5(b) of the Amended and Restated Operating Agreement of SAFEuilt Arizona, LLC, a Delaware limited liability company ("*SAZ*"), and Section 18-302(d) of the Delaware Act;

(h) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Carolinas, LLC, a Delaware limited liability company (“**SCS**”), and Section 18-302(d) of the Delaware Act;

(i) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Colorado, LLC, a Colorado limited liability company (“**SCO**”);

(j) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Florida, LLC, a Delaware limited liability company (“**SFL**”), and Section 18-302(d) of the Delaware Act;

(k) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Georgia, LLC, a Georgia limited liability company (“**SGA**”), and Section 14-11-309(1) of the Georgia Limited Liability Company Act;

(l) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Illinois, LLC, an Illinois limited liability company (“**SIL**”);

(m) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Louisiana, LLC, a Delaware limited liability company (“**SLA**”), and Section 18-302(d) of the Delaware Act;

(n) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Michigan, LLC, a Delaware limited liability company (“**SMI**”), and Section 18-302(d) of the Delaware Act;

(o) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt New Mexico, LLC, a New Mexico limited liability company (“**SNM**”);

(p) Section 5(b) of the Operating Agreement of SAFEbuilt Ohio, LLC, an Ohio limited liability company (“**SOH**”);

(q) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Oregon, LLC, a Delaware limited liability company (“**SOR**”), and Section 18-302(d) of the Delaware Act;

(r) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Texas, LLC, a Delaware limited liability company (“**STX**”), and Section 18-302(d) of the Delaware Act;

(s) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Washington, LLC, a Delaware limited liability company (“**SWA**”), and Section 18-302(d) of the Delaware Act; and

(t) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Wisconsin, LLC, a Delaware limited liability company (together with Esgil, FMS, II, MTC, MTCI, MBIS, SAZ, SCS, SCO, SFL, SGA, SIL, SLA, SMI, SNM, SOH, SOR, STX, and SWA, the “**Companies**”), and Section 18-302(d) of the Delaware Act;

the undersigned, being the sole member (the “**Member**”) of each of the Companies, hereby consents in writing by this Omnibus Written Consent of the Sole Member Without a Meeting (this “**Consent**”) to the adoption of the following resolutions:

Appointment of Manager

RESOLVED, that, effective October 31, 2018, David Bao is hereby duly appointed as a manager of each of the Companies, to serve until his respective successor is appointed or until the earlier of his resignation, removal or death;

FURTHER RESOLVED, that the current managers of each of FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael Causley
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

FURTHER RESOLVED, that the current managers of each of the Companies other than FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

General

RESOLVED, that any actions previously taken or caused to be taken by any of the officers of each of the Companies (the “***Authorized Officers***”) in connection with any of the matters contemplated by the foregoing resolutions are hereby acknowledged to be duly authorized acts performed on behalf of each of the Companies and are hereby ratified, confirmed and adopted as such; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of each of the Companies, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

[Signature Page Follows]

Delivery of an executed signature page to this Consent by facsimile or other electronic transmission (including documents in Adobe PDF format) will be as effective as delivery of a manually executed counterpart to this Consent. This Consent shall be effective as of the date written above when executed by the Member in the place designated for signature below.

Upon execution of this Consent, the undersigned hereby directs that this Consent be filed in the Companies' minute books.

Dated: October 31, 2018

SAFEBUILT, LLC



By: _____
Name: Loren J. Schlachet
Title: Vice President

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2020-0579	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Authorized Signature

65-0782808
FEIN Number

January 10, 2020

Date

Page 68

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

 _____ Authorized Signatory _____ President _____ Title	<u>Michael T. Causley</u> _____ Printed Name <u>January 10, 2020</u> _____ Date	<u>FEIN: 65-0782808</u> _____
--	--	----------------------------------

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by
M.T. Causley, LLC - A SAFEbuilt Company whose business address [Name of entity submitting sworn
Statement] is 18001 Gulf Blvd, Redington Shores, FL 33708 and its Federal Employer
Identification Number (FEIN) is 65-0782808. My name is
Michael T. Causley and my [Please print name of individual signing] relationship to the above is
President.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



AUTHORIZED SIGNATORY
President

Title


Witness Signature

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY
January 10th, 2020

Date
Suhail Andarcio

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

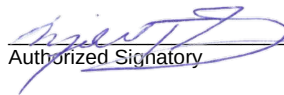
The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer 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 the City of Casselberry. 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 the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com


Authorized Signatory

Michael T. Causley
Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President
Title

January 10th, 2020
Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

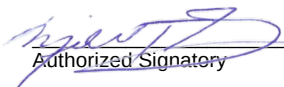
On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory

Michael T. Causley

Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President

Title

January 10, 2020

Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: M.T. Causley, LLC - A SAFEbuilt Company

By: Michael T. Causley

Date: January 10, 2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 21, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of February,
2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8754383066CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 15, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of February,
2018*



Ken Datzner
Secretary of State

Tracking Number: CC6709066339

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, INC. is a corporation organized under the laws of the State of Florida, filed on August 29, 1997.

The document number of this corporation is P97000075597.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 4, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of March, 2016*



Ken DeFuria
Secretary of State

Tracking Number: CC7837503272

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

Renewal

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.

MICHAEL T. CAUSLEY

97 NE 15TH ST.

HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.

18001 GULF BLVD.

REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65
Previous Balance:		\$0.00
Penalty:		\$0.00
Total Due:		\$34.65

For Period Beginning: 10/01/2019 And Ending: 9/30/2020

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.
MICHAEL T. CAUSLEY
97 NE 15TH ST.
HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.
18001 GULF BLVD.
REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$0.00

For Period Beginning: 10/01/2018 And Ending: 9/30/2019

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.

MICHAEL T. CAUSLEY

97 NE 15TH ST.

HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.

18001 GULF BLVD.

REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$34.65

For Period Beginning: 10/01/2017 And Ending: 9/30/2018

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

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. M.T. Causley, LLC	
	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) ► S 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. 866 Ponce de Leon Blvd	Requester's name and address (optional)
	6 City, state, and ZIP code Coral Gables, FL 33134	
	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											
6	5			-	0	7	8	2	8	0	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► January 7, 2020

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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
M. T. CAUSLEY, LLC

Filing Information

Document Number	L16000085702
FEI/EIN Number	65-0782808
Date Filed	05/05/2016
Effective Date	08/29/1997
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/17/2016
Event Effective Date	NONE

Principal Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Mailing Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/17/2016

Address Changed: 05/17/2016

Authorized Person(s) Detail

Name & Address

Title Manager

CAUSLEY, MICHAEL T.
3755 Precision Drive
SUITE 140
LOVELAND, CO 80538

Annual Reports

Report Year	Filed Date
2017	04/17/2017
2018	02/15/2018
2019	02/21/2019

Document Images

02/21/2019 -- ANNUAL REPORT	View image in PDF format
02/15/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
05/17/2016 -- CORLCRACHG	View image in PDF format
05/05/2016 -- Florida Limited Liability	View image in PDF format

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

AGENDA ITEM REPORT



To:

Subject: MOU with Miami Gardens Police Department

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - April 12, 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

0

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff Recommends entering into a Law Enforcement agreement with Miami Gardens Police as they neighbor our Town.

ATTACHMENTS:

[MMA \(PEMBROKE PARK\)](#)

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MIAMI GARDENS
AND THE TOWN OF PEMBROKE PARK

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the "Agreement") is made as of this _____ day of _____, 2023 (Effective Date), by and between the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation having its principal office at 18605 NW 27th Avenue, Miami Gardens, FL 33056, and the TOWN OF PEMBROKE PARK, a municipal corporation with its principal offices located at 3150 SW 52 Ave., Pembroke Park, FL 33023, and states as follows:

WHEREAS, it is the responsibility of the governments of the **City of Miami Gardens** and the **Town of Pembroke Park, Florida**, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, **this Agreement is entered into** because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the **Miami Gardens Police Department** and the **Town of Pembroke Park Police Department**; and

WHEREAS, **this Agreement is entered into** in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the **City of Miami Gardens** and **Town of Pembroke Park, Florida**; and

WHEREAS, the **City of Miami Gardens** and the **Town of Pembroke Park** have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines and provides for rendering of assistance in a law enforcement service.

NOW, THEREFORE, that the **City of Miami Gardens**, a political subdivision of the State of Florida, and the **Town of Pembroke Park**, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. DESCRIPTION

Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

SECTION II. DEFINITIONS

- A. Agency or participating law enforcement agency: Either the Miami Gardens Police Department or the Aventura Police Department.
- B. Agency Head: Either Chief of the Miami Gardens Police Department or Chief's designee and the Chief of Aventura Police Department or the Chief's designee.
- C. Participating municipal police department: The City of Miami Gardens Police Department and City of Aventura Police Department.
- D. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION III. PROVISIONS FOR OPERATIONAL ASSISTANCE

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched in response to a request for assistance from the other law enforcement agency. In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Miami Gardens, Florida, and the City of Aventura, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be request and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

- 1. Joint multi-jurisdictional criminal investigations.
- 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
- 3. Any natural disaster.
- 4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5. Terrorist activities including, but not limited to, acts of sabotage.
- 6. Escapes from, or disturbances within, prisoner processing facilities.
- 7. Hostage and barricaded subject situations, and aircraft piracy.
- 8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- 9. Enemy attack.
- 10. Transportation of evidence requiring security.
- 11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12. Security and escort duties for dignitaries.
- 13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
- 14. Emergency situations in which one agency cannot perform its functional objective.
- 15. Joint training in areas of mutual need.
- 16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION IV. OPERATIONS

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

Whenever an officer or other employee is rendering assistance pursuant to this Agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to the same and shall pay any and all expenses incurred in the maintenance and operation of same.

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

The Agreement creates no rights or benefits in favor of any third parties and there are no intended third-party beneficiaries with regard to the provisions herein.

Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.¹

¹ This is an addition to the Agreement. This language was not part of their proposed Agreement but is used in our template.

SECTION VI. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employee while engaged in rendering such aid pursuant to this Agreement subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each party shall provide satisfactory proof of liability insurance or self-insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes, in an amount which is adequate, in the judgment of the governing body of that party. Should the insurance coverage of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.²

SECTION VII. FORFEITURES

The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle the forfeiture action. The property shall be seized and forfeited in accordance with this Agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action.

SECTION VIII. CONFLICTS

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

² This is an addition to the Agreement. This language was not part of their proposed Agreement but is used in our template.

SECTION IX. EFFECTIVE DATE AND DURATION

This Agreement shall be in effect from _____, through and including, _____. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.³

SECTION X. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2023.

CAMERON D. BENSON
City Manager
City of Miami Gardens, Florida
Date: _____

GEOFFREY JACOBS
Mayor
Town of Pembroke Park, Florida
Date: _____

ATTEST:

ATTEST:

MARIO BATAILLE
City Clerk
City of Miami Gardens, Florida

MARLEN D. MARTELL
Town Clerk
Town of Pembroke Park, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SONJA DICKENS
City Attorney
City of Miami Gardens, Florida

JACOB HOROWITZ
Town Attorney
Town of Pembroke Park, Florida

³ Their Agreement provides for automatic renewals and termination via 90 day notice. Our Agreement does not provide for automatic renewals. We need the highlighted language in the Agreement.

DELMA K. NOEL-PRATT
Chief of Police
City of Miami Gardens, Florida

DAVID HOWARD
Chief of Police
Town of Pembroke Park, Florida

AGENDA ITEM REPORT



To:

Subject: Introduction of Fraternal Order of Police to Commission

Meeting:

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

The Fraternal Order of Police (FOP) is now the official bargaining unit or union for the Pembroke Park Police Department and tonight is represented by Officer Brian Dodge

FINANCIAL IMPACT:

0

RECOMMENDATION:

FOP Officer Brian Dodge would like to introduce the FOP to the Commission

AGENDA ITEM REPORT

**To:****Subject:** Flock camera access for Pembroke Park Officers**Meeting:** PUBLIC NOTICE - REGULAR COMMISSION MEETING - April 12, 2023**Department:** Police Department**Staff Contact:** David Howard, Interim Chief of Police**BACKGROUND INFORMATION:**

There are currently many of these cameras in use by other municipalities surrounding Pembroke Park. Although Pembroke Park does not currently utilize this technology the access granted by this MOU will allow our officers another tool in their tool belt to assist with recovery of stolen vehicles, suspect follow-up, and case solvability.

FINANCIAL IMPACT:

No financial Impacts to the Town.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff strongly recommends entering into this agreement for access to Flock camera products.

ATTACHMENTS:

[Flock Safety \(MOU\) Community Safety Program Terms 2022](#)
[MOU - PCB PD Interagency MOU for NCICFCIC Access 2023](#)
[Police Addendum Flock Camera Access](#)

Roy Brown, Finance & Budget
Director

Town Attorney, Town Attorney
JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:

Approved - Mar 30 2023

Approved - Apr 05 2023

Pending

None

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and [Agency Name] with a place of business at [Agency Address] (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any

manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. Ownership. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. Warranty. Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

6. Financial Implications to Agency. No financial commitment by Agency is required to access the Flock Services or Recordings.

7. Term; Termination.

A. Term. This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. Termination. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of

Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental

process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. Miscellaneous. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Flock Group Inc

Agency Name:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**Eusebio
Talamantez, Jr.**
Chief of Police



Chad Lindsey
Deputy Chief of Police



"Dedicated to Excellence"

17115 Panama City Beach Parkway, Panama City Beach, Florida

Phone: (850) 233-5000 Fax: (850) 233-5013

www.beachpolice.org

INTERAGENCY AGREEMENT BETWEEN PANAMA CITY BEACH POLICE DEPARTMENT AND
_____ FOR INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The PANAMA CITY BEACH POLICE DEPARTMENT hereafter referred to as CJA, and the _____, hereafter referred to as CJA2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CJA receives license plates-based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, The CJA2 wishes to routinely receive the LPR extracts from CJA for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

NOW THEREFORE, the parties agree as follows,

1. The CJA2 shall receive the updated LPR extracts from the CJA via an existing integration between CJA and contracted LPR vendor (FLOCK) eight times per day.
2. The CJA will provide the CJA2 with the LPR extracts at no cost to the CJA2.
3. The CJA2 agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. To the extent provided by the laws of Florida, the CJA2 agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
5. Both CJA and CJA2 has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline.

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration

Captain John Deegins
Criminal Intelligence

6. Either party may terminate this agreement upon thirty (30) days written notice, except that the CJA may terminate this agreement immediately and without notice upon finding that the CJA2 has violated the terms of this agreement.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PANAMA CITY BEACH POLICE DEPARTMENT (CJA)

Agency Name

Eusebio Talamantez Jr, Chief of Police

Date

WITNESS

Witness Name and Title

Date

Agency Name

(CJA2)

Agency Head and Title

Date

WITNESS

Witness Name and Title

Date

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration

Captain John Deegins
Criminal Intelligence

Home of the world's most beautiful beaches.

Addendum to Terms and Conditions

The following shall be included as part of the Memorandum of Understanding (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **Flock Group, Inc.** ("Flock"), with offices at 2588 Winslow Drive, Atlanta, GA 30305. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **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 actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither Flock 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. Flock 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. Flock further agrees that Flock will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Flock is an independent contractor under this Agreement and not the Town'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. Flock shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Flock. Flock agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for

{00560236.1 3399-0000000 }

the Flock Products and Services; however, the Flock Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between Flock and the Town and the Town will not be liable for any obligation incurred by Flock, including but not limited to unpaid minimum wages and/or overtime premiums.

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.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Flock without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Flock shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town 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.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. Flock shall comply with Florida’s Public Records Law. Specifically, Flock shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town 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;

8.1.3 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, Flock shall destroy all copies of such confidential and exempt records remaining in its possession after Flock transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, Flock shall transfer to the Town, at no cost to the Town, all public records in Flock’s possession. All records stored electronically by Flock must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of Flock to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing Flock with at least thirty (30) days prior, provided, however, that Flock will be given the opportunity to cure the breach within said period of time.

{00560236.1 3399-0000000 }

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppl.gov**

9. **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 or by email. For the present, Flock and Town designate the following as the respective places for giving of notice:

TOWN: J.C. Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600
Email: jcyjimenez@tppl.gov

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

FLOCK

10. **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.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically 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.

12. **Scrutinized Companies**

Flock, 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 are 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 of:

12.1 Any amount if, 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

12.2 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:

12.2.1 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

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

Flock certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

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

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

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

13.2 Registration Requirement; Termination:

{00560236.1 3399-0000000 }

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:

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

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 Town of Pembroke Park; and

13.2.3 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE INTERIM TOWN ATTORNEY

FLOCK GROUP, INC.:

Signed By: _____
Print Name: _____
Title: _____

{00560236.1 3399-0000000 }

10:34



Mayor Geoffrey Jacobs ✓



Posted by Geoffrey Jacobs

Feb 26 · 🌐

[See insights and ads](#)

[Boost post](#)



Like



Comment



Share



3

Most relevant ▾



William Hodgkins

The Sun Sentinel had a different version that includes stalking and other apprehensible offenses????

1w Like Reply Hide



Author

Mayor Geoffrey Jacobs ✓

Clerk-Commissioner William Hodgkins... You're publicly proving once again your extreme level of incompetence and stupidity. This is a clear violation of the towns civility ordinance. You know nothing to which you speak of. Please, provide us with this "Sun Sentinel" article that you obviously don't have the slightest clue about. Add it below. I'll wait.

1w Like Reply



Write a comment...



Home



Watch



Page



Notifications



Menu

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23

6
7

8
9
10
11

12
13
14
15

16
17
18
19

20
21

22
23

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

24 Section 1. Section 1-19 of the Broward County Code of Ordinances is hereby
25 amended to read as follows:

26 **Sec. 1-19. Code of ethics for elected officials.**

27 ...

28 (c) *Standards of Conduct.* In addition to the provisions of Chapter 112, Part III,
29 Florida Statutes, Code of Ethics for Public Officers and Employees; Chapters 838 and
30 839, Florida Statutes; Title 18, Chapter 63 of the United States Code; and Chapter 26,
31 Article V of the Broward County Code of Ordinances, Section 26-67, et seq., the following
32 Standards of Conduct shall apply to each Elected Official.

33 ...

34 (2) *Outside/Concurrent Employment.*

35 a. Effective January 1, 2024, unless earlier amended or repealed,
36 ~~Notwithstanding anything to the contrary in this Section 1-19, the~~
37 lobbying prohibitions applicable to Elected Officials shall be the same
38 as under Article II, Section 8 of the Florida Constitution and
39 Sections 112.3121 and 112.3122, Florida Statutes, inclusive of all
40 applicable definitions set forth therein, as amended. Prior to January
41 1, 2024, an Elected Official who engages in lobbying activities or acts
42 as a lobbyist, as each of these terms are defined herein, where the
43 lobbying communication is with a Covered Individual whose
44 governmental entity is located in Broward County, must disclose
45 such lobbying activities within fifteen (15) days after the lobbying
46 activity. The disclosure must be filed for public inspection on a form

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

47 approved by the Office of the County Attorney and must provide all
48 information set forth in Section 1-19(c)(3)b. of the Broward County
49 Code of Ordinances.

50 . . .

51 Section 2. Severability.

52 If any portion of this Ordinance is determined by any court to be invalid, the invalid
53 portion will be stricken, and such striking will not affect the validity of the remainder of this
54 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
55 legally applied to any individual, group, entity, property, or circumstance, such
56 determination will not affect the applicability of this Ordinance to any other individual,
57 group, entity, property, or circumstance.

58 Section 3. Inclusion in the Broward County Code of Ordinances.

59 It is the intention of the Board of County Commissioners that the provisions of this
60 Ordinance become part of the Broward County Code of Ordinances as of the effective
61 date. The sections of this Ordinance may be renumbered or relettered and the word
62 "ordinance" may be changed to "section," "article," or such other appropriate word or
63 phrase to the extent necessary in order to accomplish such intention.

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

