

COMMENTS MAY BE SENT VIA EMAIL TO:
PUBCOMMENT@CITYOFPARKLAND.ORG

CITY OF PARKLAND FLORIDA



REGULAR CITY COMMISSION MEETING

Wednesday, March 16, 2022 at 7:00 PM

Commission Chamber
6600 University Drive
Parkland, FL 33067

Live Streaming at www.cityofparkland.org/ccm

Rich Walker	Mayor
Ken Cutler	Vice Mayor
Simeon Brier	Commissioner
Jordan Isrow	Commissioner
Bob Mayersohn	Commissioner
Alyson Morales	City Clerk
Nancy Morando	City Manager
Anthony Soroka	City Attorney

GENERAL RULES AND PROCEDURES **CITY OF PARKLAND CITY COMMISSION MEETINGS**

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not however, public forums. Any resident who wishes to address the Commission, on any subject within the scope of the Commission's authority, may do so providing it is accomplished in an orderly manner and in accordance with any procedures outlined below:

A. SPEAKING ON ITEMS ON THE AGENDA

- 1. CONSENT AGENDA ITEMS:** These are items which the Commission does not need to discuss individually and which are voted on as a group. Any Commission member who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such items from the consent agenda. These items pulled will be discussed and voted upon individually.
- 2. REGULAR AGENDA ITEMS:** These are items which the Commission will discuss individually in the order listed on the agenda. After the Commission has discussed an item on the agenda, the Mayor will close Commission discussion and may inquire as to whether any citizen wishes to be heard on the matter.

B. SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any item not on the agenda during public input.

ADDRESSING THE CITY COMMISSION, MANNER, TIME

Individuals will be limited to three minutes speaking time. All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. Citizens wishing to be heard shall raise their hands until acknowledged by the Mayor. Once acknowledged, those citizens shall come forward and state their name and address. Anyone wishing to speak a second time on the same subject must receive permission from the Mayor.

DECORUM

In order to adjourn a City Commission meeting, it must be voted on by the members of the Commissioner.

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REGULAR CITY COMMISSION MEETING CITY OF PARKLAND

Agenda revised 3/16/2022, 3:15 pm

Wednesday, March 16, 2022

at 7:00 PM

Commission Chamber
6600 University Drive
Parkland, FL 33067

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - A. City Commission Regular Meeting - March 2, 2022, 7:00 PM
5. **Comments from the Public on Non-Agenda Items**
 - A. Comments from the Public
 - B. Comments by the Mayor and Commission
6. **Proclamations and Recognitions**
 - A. City of Parkland Designation as an Autism-Friendly City
 - B. Marjory Stoneman Douglas Cheerleaders
7. **Presentation**
 - A. *Legislative Update - District 96 Florida House Representative Christine Hunschofsky
8. **Approval of the Agenda**
9. **Consent Agenda**
 - A. ***Resolution 2022-017: Enhanced Disaster Recovery Solution**
A Resolution of the City Commission of the City of Parkland, Florida, approving the purchase of an Enhanced Disaster Recovery Solution from StoneFly, Inc.; providing for conflicts and an effective date.
10. **Regular Agenda**

- A. **Ordinance 2022-001: Engineering Code Updates - (Second Reading)**
An Ordinance of the City Commission of the City of Parkland, Florida, amending the City of Parkland Land Development Code, by amending Article 75 "Community Appearance Board Standards"; Article 90 "Off-Street Parking and Loading"; Article 135 "Engineering Standards"; and Article 145 "Permits, Fees and Bonds" to modify stormwater management, drainage, and other land development related regulations; providing for codification, conflicts; severability, and an effective date.
- B. **Ordinance 2022-004: Senior Exemption for Low Income Seniors with Long Term Residency (Second Reading)**
An Ordinance of the City Commission of the City of Parkland, Florida, amending Section 19-50 "Additional Homestead Exemption" of the City Code of Ordinances to provide for an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five years of age and older who meet certain residency, income, and other statutory requirements; providing for conflicts, severability, codification, implementation and an effective date.
- C. **Resolution 2022-010: Multiple Enhancement Projects II - Piggyback**
A Resolution of the City Commission of the City of Parkland, Florida, authorizing the piggyback of the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019-SCD for Terramar Park Pavilion Replacement, Irrigation Pump Station Replacement, City Hall Refurbishment and Resod the Crown on Fields 4 and 5 at Pine Trails Park, in the amount of \$326,959 to Shiff Construction & Development, Inc.; providing for execution; providing for an effective date.
- D. **Resolution 2022-018 - Grant Agreement between Florida Communities Trust (FCT) and the City of Parkland**
A Resolution of the City Commission of the City of Parkland, Florida, approving the grant agreement with Florida Communities Trust for Florida Forever Grant Funding; authorizing the City Manager to execute the Agreement; authorizing the City Manager or designee to take all steps necessary and to execute all documents necessary to provide for the City's receipt of \$1,500,000 Grant Funding from Florida Communities Trust; providing for implementation and providing for an effective date.
- E. **Discussion and Potential Action Regarding Florida Senate Bill 224/House Bill 105 (Regulation of Smoking)**
- F. **City Clerk Contract Amendment**
11. **Comments by the Broward Sheriff's Office**
12. **Comments by the Coral Springs-Parkland Fire Department**
13. **Comments by the City Manager**
14. **Comments by the City Attorney**

Adjournment

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IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 48 HOURS PRIOR TO THE MEETING AT (954) 757-4132 FOR ASSISTANCE.

**Item 7A - Item added*

**Item 9A - Resolution updated*



DRAFT

REGULAR CITY COMMISSION MEETING CITY OF PARKLAND MINUTES

Wednesday, March 2, 2022

at 7:00 PM

**Commission Chamber
6600 University Drive
Parkland, FL 33067**

1. Call to Order

Mayor Rich Walker called the Regular City Commission Meeting of March 2, 2022, being held in Commission Chambers, to order at 07:00 PM.

2. Pledge of Allegiance

Mayor Rich Walker led the Pledge of Allegiance.

3. Roll Call

Commission members present were:

Rich Walker, Mayor

Ken Cutler, Vice Mayor

Simeon Brier, Commissioner (via phone)

Jordan Isrow, Commissioner

Bob Mayersohn, Commissioner

Others Present were:

Alyson Morales, City Clerk

Nancy Morando, City Manager

Anthony Soroka, City Attorney

4. Approval of Minutes

A. City Commission Regular Meeting - February 2, 2022, 7:00 PM

B. City Commission Workshop Meeting - February 16, 2022, 4:00 PM

5. Proclamations and Recognitions

- A. Women's History Month
Mayor Walker read the proclamation aloud.

6. Comments from the Public on Non-Agenda Items

- A. Comments from the Public
Intern Raj Selvaraj, 10875 NW 80 Circle, provided a legislative update on behalf of State Representative Christine Hunschofsky.
- B. Comments by the Mayor and Commission
 - Commissioner Isrow noted that Strategic Planning is coming up and asked residents to reach out to provide their thoughts, ideas, and input on what can be improved upon. He stressed that it's helpful to have as much information as possible to obtain the most material to work with. He also spoke about the crisis in Ukraine right now and asked everyone to figure out ways to donate, whether it's money, food, or resources. There are a number of charities and organizations that are doing a great job of getting what is needed over there. He asked all to just pray for them. He feels that it's surreal that we are sitting here watching this from the other side of the world, but we are way too interconnected these days to ignore something like this and what it means for all of us.
 - Commissioner Mayersohn thanked Staff for the great Story Walk held last week. Author Michael A. Woodward, Jr., not only had his stories featured on the Story Walk at the park, but he read "Forever a Scholar." He noted that Michael's passion for reading and writing is self-evident and he also fulfills the cultural diversity void in literacy. He expressed that the author was humbled when he discovered that the library had purchased some of his books to put in circulation, and when he saw the stamp that said "City of Parkland", he was floored. He stated that the library staff did a great job of putting this together.
 - He then congratulated Parkland Soccer for a great year, emphasizing that watching the smiles on those kids' faces when they received their trophies, and acknowledging the work that the volunteer board does, is a tremendous thing. He congratulated the opening of Parkland softball and Challenger baseball, also both run by volunteers that put everything together. The fields would be ready for play soon and he thought that they looked beautiful. He then wanted to acknowledge that at the Chamber today, past president Nicole Roman was acknowledged for her work. He then provided an update on the Solid Waste and Recycling Workgroup. April 1st is the target date for the members and alternates to review the local agreement. He noted that today they took a step back, because there was some concern regarding the statutory obligations of the County, which needed to be clearly identified and worked through, and determining

what controlling interest the County will have as obligations versus the ILA. He wished Parkland Cares good luck tomorrow, as they are a finalist for the Memorial Healthcare Nonprofit Organization of the Year.

He wanted to mention that at the last Commission meeting, there was a motion to table the smoking bill resolution. At this point, just before tonight's Commission meeting, the Senate was taking on the House bill and they ended up postponing it. There were some questions and issues regarding the bill off the bat, regarding the difference between an unfiltered cigar and an unfiltered cigarette, and they would have to work through that. At our next March meeting, since it will be near the end of the session in Tallahassee, he would like to bring that up for discussion about how to proceed, and whether the governor has signed the bill or not.

-Commissioner Brier had no comment this evening.

-Vice Mayor Cutler expressed that he is standing in solidarity with the Ukrainian people over what is happening there. He reminded everyone of the phishing emails sent during the previous election cycle and the trouble caused by Russian hackers. Those attempts were part of a state-wide attempt to hack the election system in Florida. He emphasized that it's rare that he personally agrees with Senator Rick Scott on anything, but he agrees with his statement that he made on the Russian issue, "America must always unapologetically stand on the side of freedom in support of the world's democracies and against threats posed by tyranny. Putin's unjustifiable and lawful invasion of Ukraine has violated the sovereignty of a free country and an American partner. This is a blatant act of war and must be treated as such. No lobbyist should be working on behalf of Putin's evil regime, or those supporting it, and no business should continue doing business with Russian organizations. Government at every level across the United States, and every American citizen, has a role to play in fighting against Russia's tyranny." Cutler stressed that now is the time to come together and that the many hard-working Russian-American people living and raising families across our nation are not to blame for Putin's evil war. He stated that local government should take every action possible to end relationships with the Russian government at both the federal and local level, as well as with Russian-owned businesses. He relayed that he personally has family members that came from towns that are now in Ukraine and currently has cousins in Romania working around the clock to help find and aid hundreds of refugees fleeing the violence perpetrated on the people. He feels that as a local government, we should pass a resolution of solidarity and continue the fight to stand up against Ukraine. He also calls upon our community members to do what we can at every level to let Russia know Putin's war must stop, understanding in the days and weeks ahead we may have to tighten our belts.

He reiterated what Commissioner Mayersohn said about the soccer, softball and baseball programs in the City. He congratulated and wished good luck to the over 200 students that are going to the DECA State competition tomorrow from MSD. He mentioned that his law partner, Andrew Rader, and he went to practice sessions last week as judges and thought they were absolutely amazing. On Thursday and Friday, the MSD Drama students will put on a performance of the musical play "Something Rotten." He's looking forward to that. Last, he reminded all that on March 12, there will be a Celebration of Life for Pete and Linda Gado at 2:00 p.m. at the Amphitheater, followed by a Field 2 dedication at Pine Trails Park. They were Pine Tree residents since 1980. Pete started the Parkland Soccer Club in 1987 and it has grown to include over 1400 players. Pete and Linda created a volunteer board of directors, while promoting safety and sportsmanship. He was one of the first appointments to the newly formed Parks and Recreation Advisory Board in 1990. According to a statement from Parkland Soccer Club, "We lost the pioneers and founders of Parkland soccer. They are truly missed but their legacy lives on."

-Mayor Walker appreciated Vice Mayor Cutler mentioning the Gados. He confirmed that just under 1500 kids were enrolled in the soccer program with 120 teams playing. The league is thriving tremendously, and their picnic last Saturday was great, and probably one of the best ones ever. He noted that the City has hundreds of volunteers throughout this community that give their time and dedication to helping our community, our youth, and citizens of all ages.

He's very proud to be the mayor here and stressed how important it is to be engaged in the community and volunteer. He maintained that the Commission is accessible all the time, and if anybody has questions or concerns, to reach out to them. They can improve the City when they know what people are looking for; their wants and needs. They do their best to make sure they are at every event and involve themselves. He wants conversations to be started because the Commission wants to hear what residents have to say. He emphasized that they have open minds, and he is willing to change his mind if an argument makes sense and enough people are for it. They are here to serve Parkland.

He acknowledged Nicole Roman's work with the Parkland Chamber and said that today's event was fantastic. He then spoke about Ukraine and said that his wife's grandparents and other family members live there. It's hard for her and her family to see what's going on and to hear those things. He stated boldly that you could not find a stronger man, a person willing to take the heat and do everything he can for these people than President Zelenskyy, and with his leadership, the Ukrainian people will

prevail. It will take some time and he thinks that he is just amazing to watch.

7. Approval of the Agenda

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Vice Mayor Cutler
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

8. Consent Agenda - None

9. Regular Agenda

A. *Ordinance 2022-001: Engineering Code Updates - (First Reading)

An Ordinance of the City Commission of the City of Parkland, Florida, amending the City of Parkland Land Development Code, by amending Article 75 "Community Appearance Board Standards"; Article 90 "Off-Street Parking and Loading"; Article 135 "Engineering Standards"; and Article 145 "Permits, Fees and Bonds" to modify stormwater management, drainage, and other land development related regulations; providing for codification, conflicts; severability, and an effective date.

City Attorney Soroka read the title. Senior Planner Gayle Easterling presented. Stephen Williams, Sr., PE, Vice President of Civil Engineering for Keith, was on hand to answer questions from the Commission. There was no public comment.

A motion was made to approve, as recommended, amending the ordinance to include upon second reading the conditions of clarifying the 25-year rain event, clarifying that utility-related boxes are for residential development, and to review the warranty.

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Vice Mayor Cutler
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

B. Ordinance 2022-004: Senior Exemption for Low Income Seniors with Long Term Residency (First Reading)

An Ordinance of the City Commission of the City of Parkland, Florida, amending Section 19-50 "Additional Homestead Exemption" of the City Code of Ordinances to provide for an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five years of age and older who meet certain residency, income, and other statutory requirements; providing for conflicts, severability, codification, implementation and an effective date.

City Attorney Soroka read the title. There was no public comment.

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Commissioner Isrow
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

C. **Resolution 2022-015: Amended Approved Charities and Fundraising Events Listing**

A Resolution of the City Commission of the City of Parkland, Florida formally updating the approved charities and fundraising events supported by the City of Parkland, Florida; providing for an effective date.

City Attorney Soroka read the title. There was no public comment.

A motion was made to approve the list with the addition of the Jewish Federation of Broward County and the Jewish Federation of Palm Beach County.

RESULT:	UNANIMOUS
MOVER:	Commissioner Brier
SECONDER:	Vice Mayor Cutler
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

D. **Resolution 2022-016: Terramar Park Field and Parking Lot Expansion**

A Resolution of the City Commission of the City of Parkland, Florida, approving the Evaluation Committee's ranking and authorizing the Purchasing Director to negotiate a contract with the top-ranked proposer, CSR Heavy Construction, Inc., for Terramar Park Field and Parking Lot Expansion; providing for execution; providing for an effective date.

City Attorney Soroka read the title. Public Works Director Sabrina Baglieri presented. There was no public comment.

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Commissioner Isrow
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

E. **Discussion and Possible Action for Waste Management Automated Side-Load (ASL) Service in Parkland**

Barbara Herrera, Government Affairs Manager for Waste Management (WM) introduced her team and presented a PowerPoint which has been made a part of this meeting's back-up. Tom Ritter, Senior District Manager for WM, answered questions for the Commission.

Pete McAloon, 6195 NW 63 Way, commented on the amount of residential waste containers put out in his neighborhood and the speedy service.

A motion was made to table this item to a future workshop for further discussion.

RESULT:	UNANIMOUS
MOVER:	Commissioner Brier
SECONDER:	Vice Mayor Cutler
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

F. **Discussion and Possible Action Regarding City Clerk's Performance Review - Current Period and Contract**

Senior Director of Strategy and Intergovernmental Affairs, Jackie Wehmeyer, presented this item. She announced that City Clerk Morales' annual performance review by the Commission amounted to a 3% increase.

A motion was made to approve the increase.

Pete McAloon, 6195 NW 63 Way, said that Alyson has been very helpful and always assists when he calls her office.

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Commissioner Isrow

AYES:	Brier, Cutler, Isrow, Mayersohn, Walker
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Wehmeyer then relayed that City Clerk Morales has requested to reopen negotiations for her contract. She asked the Commission for authorization to allow City Attorney Soroka and herself to negotiate that contract with Alyson and bring the results back to a future meeting.

RESULT:	UNANIMOUS
MOVER:	Commissioner Mayersohn
SECONDER:	Commissioner Isrow
AYES:	Brier, Cutler, Isrow, Mayersohn, Walker

10. Comments by the Broward Sheriff's Office

Captain Calavetta is happy to report that there were no auto thefts over the past month, but the last three burglaries had guns taken, which is scary. If you don't lock up your car, please take your guns inside.

11. Comments by the Coral Springs-Parkland Fire Department

Deputy Fire Chief Moser reported on the Fire and EMS calls last month, noting that three of the fire calls were gas leaks. They have had a significant increase in those types of calls. Just this evening, there was a recovery effort, and fortunately, no injuries. They are time sensitive and they had to call hazmat teams in from Sunrise. Most incidents are caused by construction crews that hit water pipes while excavating. The lines were not properly marked ahead of time like they were supposed to be. He relayed that 811 (Sunshine 811) should be called to mark lines.

12. Comments by the City Manager

None.

13. Comments by the City Attorney

City Attorney Soroka noted that the Commission had spoken previously about a couple of legislative bills filed in this last legislative session with respect to sovereign immunity. Under existing Florida law, local governments, like the City of Parkland, are provided sovereign immunity protection, which is codified in Section 768.28 FS. Pursuant to that protection, the City is protected from tort claims such as personal injury claims and automobile accidents, with certain statutory caps that are put in place, which are currently \$200,000 per person and \$300,000 per incident. He explained that if the City was sued and someone wins a \$1,000,000 judgment, the City's insurance carrier would be capped at paying those amounts. The only way to get additional amounts would be to get a claims

bill from the State legislature. He said that there is a House bill and a Senate bill to drastically increase those costs, which would likely increase the City's insurance costs, and ultimately cost the taxpayers. Senate Bill 974 was originally filed to bump up those caps to \$1,000,000 per claim, \$3,000,000 per occurrence. The House bill version was \$1,000,000 million per claim, with no cap on the overall occurrence. He explained that those bills have been significantly amended as they made their way through committees.

He provided some good news from the Legislature tonight: Senate Bill 974, with respect to Parkland, which is broken down by population (under 50,000) would keep our cap the same as the statutory caps are now. Under House Bill 985, the cap has been reduced to \$400,000 per person, \$600,000 per incident. He offered to root for the Senate bill to the extent you find necessary, reach out to your legislatures, and to suggest passing the Senate bill. The Florida League of Cities is supporting SB 974.

14. **Adjournment**

There being nothing further to discuss, the meeting adjourned at 09:03 PM.

Transcribed and submitted by City Clerk - Alyson Morales

ATTEST:

MAYOR - Richard W. Walker

The above signature is the City Clerk of the City of Parkland, Florida, and the information provided herein are the Minutes of the Regular City Commission Meeting held Wednesday, March 2, 2022, which were formally approved and adopted by the City Commission on Wednesday, March 16, 2022.

Note to Reader: If the Minutes you have received are not signed, or completed as indicated above, this means they are not the official minutes of the City Commission. They will become official Minutes only after review and approval, which may involve amendments, additions or deletions as set forth above.

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RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE WILL NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE 286.0105)

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CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Proclamations and Recognitions
Agenda Item: 6.A.

TITLE: City of Parkland Designation as an Autism-Friendly City

SUBMITTED BY: Jackie Wehmeyer

ORIGIN OF REQUEST: City Manager's Office

MEETING GROUP: City Commission

STAFF RECOMMENDATION

N/A

STRATEGIC PLAN

Strategy: Effective and Efficient Government
Quality of Life Experiences

Goals & Actions by Strategy:

BACKGROUND & PURPOSE

The City of Parkland has partnered with the UM/Nova University CARD program to help make City programs and facilities as accessible as possible to our residents and visitors on the Autism spectrum. This has been accomplished in several ways. All City employees and BSO deputies working in Parkland have received training, and City programming staff and SROs received additional, more advanced training. Training was offered to all programming vendors as well. Modifications to facilities and programs were made as the City worked together with UM/Nova University CARD over the past year and a half, accomplishing this all during the pandemic.

Although the UM/Nova University CARD program has provided this designation to businesses and other organizations, the City of Parkland is the first City they have designated as "Autism Friendly." The City hopes that these efforts will become a model for other municipalities in our area to follow, making local government in Broward County exceptionally accessible.

The UM/Nova University CARD program will continue to assist the City by maintaining this partnership, continuing to make recommendations and provide assistance into the future.

FISCAL IMPACT

N/A

EXPIRATION OF CONTRACT

N/A

ATTACHMENTS

None



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Proclamations and Recognitions
Agenda Item: 6.B.

TITLE: Marjory Stoneman Douglas Cheerleaders

SUBMITTED BY: Gayle Vasile

ORIGIN OF REQUEST: Communications

MEETING GROUP: City Commission

STAFF RECOMMENDATION

N/A

STRATEGIC PLAN

Strategy: Other

Goals & Actions by Strategy: Other

BACKGROUND & PURPOSE

The Marjory Stoneman Douglas Cheerleaders had an outstanding season, earning them championship titles in the Small Co-ed District and the Small Co-ed Regionals. They completed their season with a third place win at the Florida High School Athletic Association State competition.

FISCAL IMPACT

None

EXPIRATION OF CONTRACT

None

ATTACHMENTS

None



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Presentation

Agenda Item: 7.A.

TITLE: *Legislative Update - District 96 Florida House Representative Christine Hunschofsky

SUBMITTED BY: Alyson Morales

ORIGIN OF REQUEST: City Commission

MEETING GROUP: City Commission

STAFF RECOMMENDATION

There is no recommendation.

STRATEGIC PLAN

Strategy: Intergovernmental Engagement

Goals & Actions by Strategy: Foster a more fully informed community that strengthens character

BACKGROUND & PURPOSE

District 96 Florida House Representative Christine Hunschofsky was invited to provide a legislative update to the City.

FISCAL IMPACT

N/A

EXPIRATION OF CONTRACT

N/A

ATTACHMENTS

None



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Consent Agenda

Agenda Item: 9.A.

TITLE: *Resolution 2022-017: Enhanced Disaster Recovery Solution

A Resolution of the City Commission of the City of Parkland, Florida, approving the purchase of an Enhanced Disaster Recovery Solution from StoneFly, Inc.; providing for conflicts and an effective date.

SUBMITTED BY: Anthony Cariveau, MPA, CPPO, CPPB, FCCN

ORIGIN OF REQUEST: Information Technology

MEETING GROUP: City Commission

STAFF RECOMMENDATION

Staff is recommending approval for the purchase of an Enhanced Disaster Recovery Solution from StoneFly, Inc, in the amount of \$63,982.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Goals & Actions by Strategy: Other

BACKGROUND & PURPOSE

The City of Parkland (City) requires an enhanced disaster recovery solution from a qualified vendor.

The current backup system is “end of life” and does not have the capabilities to handle the city’s needs nor the security requirements for today’s emerging threats. To remedy this deficiency, staff recommends acquiring an enhanced disaster recovery solution that will provide additional capacity, hyper-converged infrastructure, cloud capabilities, and ransomware protection. The goal in the event of a natural disaster is to have the capability to replicate data to the City’s offsite location in Tennessee, backup to and from the cloud, and have the security to safeguard our backups from cyber-attacks. The proposed proprietary solution is a critical component of disaster recovery, business continuity, and IT security.

Staff researched several solutions and found that StoneFly, Inc. offered the most compatible operation-wise and cost-efficient solution to suit the City’s needs, in the amount of \$63,982.

The Enhanced Disaster Recovery Solution was approved and budgeted as part of the Fiscal Year 2022 Capital Improvement Program, in the amount of \$42,600. To offset the difference, staff is proposing utilizing a portion of the funds from the Laserfiche upgrades and power pack budgeted in the amount of \$24,375, which was also part of the Fiscal Year 2022 Capital Improvement Program.

The primary goal for the Laserfiche upgrades and power pack project was to increase capacity by migrating the database to a Microsoft SQL server with a secondary goal to shore up

security by upgrading the server from 2008 to 2022. To free up additional funding for the “Enhanced Disaster Recovery Solution” and defer this project to the upcoming fiscal year, staff will perform the following mitigation:

Capacity: Staff verified that there is enough capacity on the current database for this fiscal year.

Security: The IT Department will perform the system upgrade in-house to remain compliant with Microsoft critical security patching standards.

In accordance with the City’s Procurement Code, Section 2-143.9.(19), “license computer software, web-based applications and maintenance for such software and applications” are exempt from the City’s competitive bidding requirements provided that the estimated cost for the computer software does not exceed one hundred thousand dollars (\$100,000) and is not available from multiple vendors as commercial off the shelf (COTS) software; and Section 2-141.5 of the Code further requires the City Commission to approve all purchases over \$50,000 per year or \$150,000 on a multi-year basis.

The solution offered by StoneFly, Inc. is proprietary and must be purchased directly from them. Some of StoneFly, Inc.’s customers include many local and state governments, and also federal agencies like the Department of Defense or the United States Navy, to name a couple.

FISCAL IMPACT

The financial impact is \$63,982. The expenditure will be covered from the \$42,600 for enhanced disaster recovery solution and \$24,375 for Laserfiche upgrades that were budgeted as part of the Fiscal Year 2022 Capital Improvement Program.

EXPIRATION OF CONTRACT

N/A

ATTACHMENTS

1. Resolution 2022-017
 2. StoneFly Quote for Complete Backup and DR Solution with 3 Year Veeam options
 3. Sole Source Document with Unique Features of DR365-V
 4. StoneFly DR365V Solution Brief_v2.2
 5. How StoneFly Solutions Ensure Ransomware Protection_v1.3 DR365-V
 6. Partial Customer List
-

RESOLUTION NO. 2022-017

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
PARKLAND, FLORIDA, APPROVING THE PURCHASE OF AN
ENHANCED DISASTER RECOVERY SOLUTION FROM
STONEFLY, INC.; PROVIDING FOR CONFLICTS AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Parkland (City) requires an enhanced disaster recovery solution from a qualified vendor; and

WHEREAS, our current backup system is “end of life” and does not have the capabilities to handle the city’s needs nor the security requirements for today's emerging threats; and

WHEREAS, the enhanced disaster recovery solution is needed to provide additional capacity, hyper-converged infrastructure, cloud capabilities, and ransomware protection; and

WHEREAS, staff researched several solutions and found that StoneFly, Inc. offered the most compatible operation-wise and cost-efficient solution to suit the City's needs, in the amount of \$63,982; and

WHEREAS, the expenditure will be covered from the \$42,600 for enhanced disaster recovery solution and \$24,375 for Laserfiche upgrades that were budgeted as part of the Fiscal Year 2022 Capital Improvement Program; and

WHEREAS, the solution offered by StoneFly, Inc. is proprietary and must be purchased directly from them; and

WHEREAS, the City’s Procurement Code, Section 2-143.9.(19), “license computer software, web-based applications and maintenance for such software and applications” are exempt from the City's competitive bidding requirements provided that the estimated cost for the computer software does not exceed one hundred thousand dollars (\$100,000) and is not available from multiple vendors as commercial off the shelf (COTS) software; and

WHEREAS, the City’s Procurement Code, Section 2-141.5 further requires the City Commission to approve all purchases over \$50,000 per year or \$150,000 on a multi-year basis; and

WHEREAS, the City Commission hereby determines it to be in the best interest of the residents of the City to approve the purchase of an enhanced disaster recovery solution from StoneFly, Inc., in the amount of \$63,982.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a

part hereof.

Section 2. The City Commission hereby approves the purchase of an enhanced disaster recovery solution from StoneFly, Inc., in the amount of \$63,982.

Section 3. That appropriate City officials are authorized to do all things necessary and expedient to carry of the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF MARCH, 2022.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER
MAYOR

ATTEST:

ALYSON MORALES, MMC
CITY CLERK

Record of the vote

Mayor Walker _____

Vice Mayor Cutler _____

Commissioner Brier _____

Commissioner Isrow _____

Commissioner Mayersohn _____



StoneFly DR365V XD-Series Backup and Disaster Recovery Appliance for Veeam

StoneFly, Inc.

Customer

Company: City of Parkland
Contact: Scott Marrone
Phone: (954) 757-4175
Email: smarrone@cityofparkland.org

Quote Number: 1645478745277 - 1
Quote Date: 2/21/2022
Valid Through: 3/18/2022
Sales Rep: Chris Jones
Phone: (510) 962-5012
Email: Chris.Jones@StoneFly.com



Qty	Solution Includes
1	StoneFly XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives (3.5" SAS), Part # SFY-XD10-16
1	Customer-Supplied Veeam Licenses
1	StoneFly DR365V Virtual Storage Appliance License Package: StoneFly SCVM 8.x Virtual Storage Appliance - SAN Management 64-Bit Storage Concentrator Virtual Machine - Includes iSCSI Base OS, Advanced Features with Snapshot & Synchronous Replication, Thin Provisioning, Supports up to 200 iSCSI Hosts, Part # SFY-DRV-06
1	Add StoneFly NAS (Support for CIFS/SMB & NFS Volumes, NAS Segment AES256 Data Encryption, WORM Compliant Policy-Based NAS Storage Support, Built-In Virus, Malware and Ransomware Detection and Removal for NAS Volumes, NAS Tiering, Supports Unlimited NAS Clients), Part # SF8X-NAS-SC
1	Customer-Supplied VMware Hypervisor License, Part # SFY-D-BYOLHV-VM
1	Hypervisor Version Installed for Customer-Supplied License: VMware vSphere - ESXi 7.0
1	Customer will supply the Windows License for the Backup Management VM, Part # SFY-D-BYOLWINVM
1	Backup Management VM Version Installed for Customer-Supplied License: Microsoft Windows Server 2019 Standard
1	Dual 10-Core 2.2GHz 2nd Gen Scalable Xeon Silver Processors (Standard)
1	256GB High Speed Dual-Channel System Memory with Buffered Error Checking and Correction, Part # SFY-XD10-U-256GB
1	512GB PCI-E Based NVMe SSD for Virtualization and Storage Engine, Part # SFY-XD10-U-OS512
1	Dual 10Gb RJ-45 Ports [Backwards Compatible with 1Gb] (Standard)
1	Add Dual 10Gb SFP+ Ports (Cables/Transceiver Modules Not Included), Part # SFY-NET04-A-10GbSFP2
1	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) v2.0 with Virtual Media and KVM-Over-LAN
1	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Flash Backup, Supports RAID Levels 0, 1, 5, 6, 10, 50 and 60, Supports up to 240 Total Drives via EBODs
16	14TB 7200RPM Enterprise 12Gb SAS Drive Pack, Part # SFY-12GS-A-14TB
1	1000W (100 - 127Vac) / 1200W (200 - 240Vac) Redundant 80-PLUS® Titanium Certified High-Efficiency Hot-Swappable Power Supply

Qty	Solution Includes
1	StoneFly Silver Support Service, 3-Years from Ship Date
1	Professional Services: Remote Installation, Configuration, Testing, Training (Up to 2-Hours), Part # SRV-RMT-INST-2HR
1	Shipping: 3-Day Saver

Additional Comments: RAID 6 Plus HotSpare

Feel free to contact us if you have any questions. You can reach us via email at **sales@StoneFly.com** or by phone at **(510) 265-1616**.

Sales tax may apply unless resale or exemption certificate is provided. All prices are in U.S. Dollars (USD). This quotation expires on the "Valid Through" date listed on page one. 1TB = 1 trillion bytes; actual formatted capacity is less. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

Unit Price:	\$35,305.00
Quantity:	1
Extended Price:	\$35,305.00
Discount:	\$10,197.00
Manager's Discount:	\$3,004.00
Solution Price:	\$22,104.00



StoneFly DR365V XD-Series Backup and Disaster Recovery Appliance for Veeam

StoneFly, Inc.

Customer

Company: City of Parkland
Contact: Scott Marrone
Phone: (954) 757-4175
Email: smarrone@cityofparkland.org

Quote Number: 1645479427015 - 1
Quote Date: 2/21/2022
Valid Through: 3/18/2022
Sales Rep: Chris Jones
Phone: (510) 962-5012
Email: Chris.Jones@StoneFly.com



Qty	Solution Includes
1	StoneFly XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives (3.5" SAS), Part # SFY-XD10-16
1	Veeam Backup Essentials - Annual Subscription (SMB Only, Max 50 Licenses), Select Below:
10	3-Year Veeam Backup Essentials Subscription, Per 5-Universal Licenses (SMB Only), Part # SOFVEEVBE5-3YR
1	StoneFly DR365V Virtual Storage Appliance License Package: StoneFly SCVM 8.x Virtual Storage Appliance - SAN Management 64-Bit Storage Concentrator Virtual Machine - Includes iSCSI Base OS, Advanced Features with Snapshot & Synchronous Replication, Thin Provisioning, Supports up to 200 iSCSI Hosts, Part # SFY-DRV-06
1	Add StoneFly NAS (Support for CIFS/SMB & NFS Volumes, NAS Segment AES256 Data Encryption, WORM Compliant Policy-Based NAS Storage Support, Built-In Virus, Malware and Ransomware Detection and Removal for NAS Volumes, NAS Tiering, Supports Unlimited NAS Clients), Part # SF8X-NAS-SC
1	VMware vSphere Essentials Kit (3 Hosts) with 3-Year VMware Support Subscription (\$299/Incident), Part # SFY-A-VMVSESS-3YR
1	VMware vSphere Hypervisor Version: ESXi 7.0
1	Customer will supply the Windows License for the Backup Management VM, Part # SFY-D-BYOLWINVM
1	Backup Management VM Version Installed for Customer-Supplied License: Microsoft Windows Server 2019 Standard
1	Dual 10-Core 2.2GHz 2nd Gen Scalable Xeon Silver Processors (Standard)
1	256GB High Speed Dual-Channel System Memory with Buffered Error Checking and Correction, Part # SFY-XD10-U-256GB
1	512GB PCI-E Based NVMe SSD for Virtualization and Storage Engine, Part # SFY-XD10-U-OS512
1	Dual 10Gb RJ-45 Ports [Backwards Compatible with 1Gb] (Standard)
1	Add Dual 10Gb SFP+ Ports (Cables/Transceiver Modules Not Included), Part # SFY-NET04-A-10GbSFP2
1	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) v2.0 with Virtual Media and KVM-Over-LAN
1	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Flash Backup, Supports RAID Levels 0, 1, 5, 6, 10, 50 and 60, Supports up to 240 Total Drives via EBODs
16	14TB 7200RPM Enterprise 12Gb SAS Drive Pack, Part # SFY-12GS-A-14TB

Qty	Solution Includes
1	1000W (100 - 127Vac) / 1200W (200 - 240Vac) Redundant 80-PLUS® Titanium Certified High-Efficiency Hot-Swappable Power Supply
1	StoneFly Silver Support Service, 3-Years from Ship Date
1	Professional Services: Remote Installation, Configuration, Testing, Training (Up to 20-Hours), Part # SRV-RMT-INST-20HR
1	Shipping: 3-Day Saver

Additional Comments: RAID 6 Plus HotSpare

Feel free to contact us if you have any questions. You can reach us via email at **sales@StoneFly.com** or by phone at **(510) 265-1616**.

Sales tax may apply unless resale or exemption certificate is provided. All prices are in U.S. Dollars (USD). This quotation expires on the "Valid Through" date listed on page one. 1TB = 1 trillion bytes; actual formatted capacity is less. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

Unit Price:	\$49,266.00
Quantity:	1
Extended Price:	\$49,266.00
Discount:	\$10,248.00
Manager's Discount:	\$2,607.00
Solution Price:	\$36,411.00



Veeam Annual License Subscriptions

StoneFly, Inc.

Quote Number: 2-1645479427015
Quote Date: 2/21/2022
Valid Through: 3/18/2022
Sales Rep: Chris Jones
Phone: (510) 962-5012
Email: Chris.Jones@StoneFly.com

Customer

Company: City of Parkland
Contact: Scott Marrone
Phone: (954) 757-4175
Email: smarrone@cityofparkland.org

Qty	Solution Includes	
1	Veeam Backup for Office 365	
1	Veeam Backup for Office 365. 3 Years Subscription Upfront Billing & Production (24/7) Support. Public Sector. Discounted unit price : 49.25 USD per User/Unit. Part#SOFVEEVBO1-3YRPS	

Feel free to contact us if you have any questions. You can reach us via email at sales@StoneFly.com or by phone at **(510) 265-1616**.

The quotation does not include tax, if applicable. All prices are in U.S. Dollars (USD). This quotation expires on the "Valid Through" date listed on page one. 1TB = 1 trillion bytes; actual formatted capacity is less. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

Unit Price:	\$57.60
Quantity:	111
Regular Price:	\$6,393.60
Discount:	\$926.85
Solution Price:	\$5,466.75

Customer

Company: City of Parkland
 Contact: Scott Marrone
 Phone: (954) 757-4175
 Email: smarrone@cityofparkland.org

StoneFly, Inc.

Quote Date: 2/21/2022
 Valid Through: 3/18/2022
 Sales Rep: Chris Jones
 Phone: (510) 962-5012
 Email: Chris.Jones@StoneFly.com

SR#	Quote#	Description	QTY	Unit Price	Ext Price
1	1645478745277	StoneFly DR365-V XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives	1	\$35,305.00	\$22,104.00
2	1645479427015	StoneFly DR365-V XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives With (10X Bundles) 3-Year Veeam Backup Essentials Subscription, Per 5- Universal Licenses - VMware vSphere Essentials Kit and 20 Hours of Professional Services	1	\$49,266.00	\$36,411.00
3	2-1645479427015	Veeam Backup for Office 365. 3 Years Subscription Upfront Billing & Production (24/7) Support. Public Sector.	111	\$49.25	\$5,466.75
				SUBTOTAL	63,981.75

Feel free to contact us if you have any questions. You can reach us via email at sales@StoneFly.com or by phone at (510) 265-1616. The quotation does not include tax, if applicable. All prices are in U.S. Dollars (USD). This quotation expires on the "Valid Through" date listed on page one. 1TB = 1 trillion bytes; actual formatted capacity is less. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.



To whom it may concern,

This is to confirm the DR365V appliances are the sole source products that are manufactured, sold, and distributed, in the United States and Canada, by StoneFly, Inc.

All DR365V products must be purchased directly from StoneFly, Inc. at the address given below. There are no agents or dealers authorized to represent these products.

StoneFly, Inc. is a privately owned company with the main office in Hayward, California, USA.

**Sincerely yours,
StoneFly Sales**

Contact number:
+1 (510) 265-1616

Email Address:
sales@stonefly.com

Office Address: 26250
Eden Landing Rd,
Hayward, CA 94545, USA.

OVERVIEW

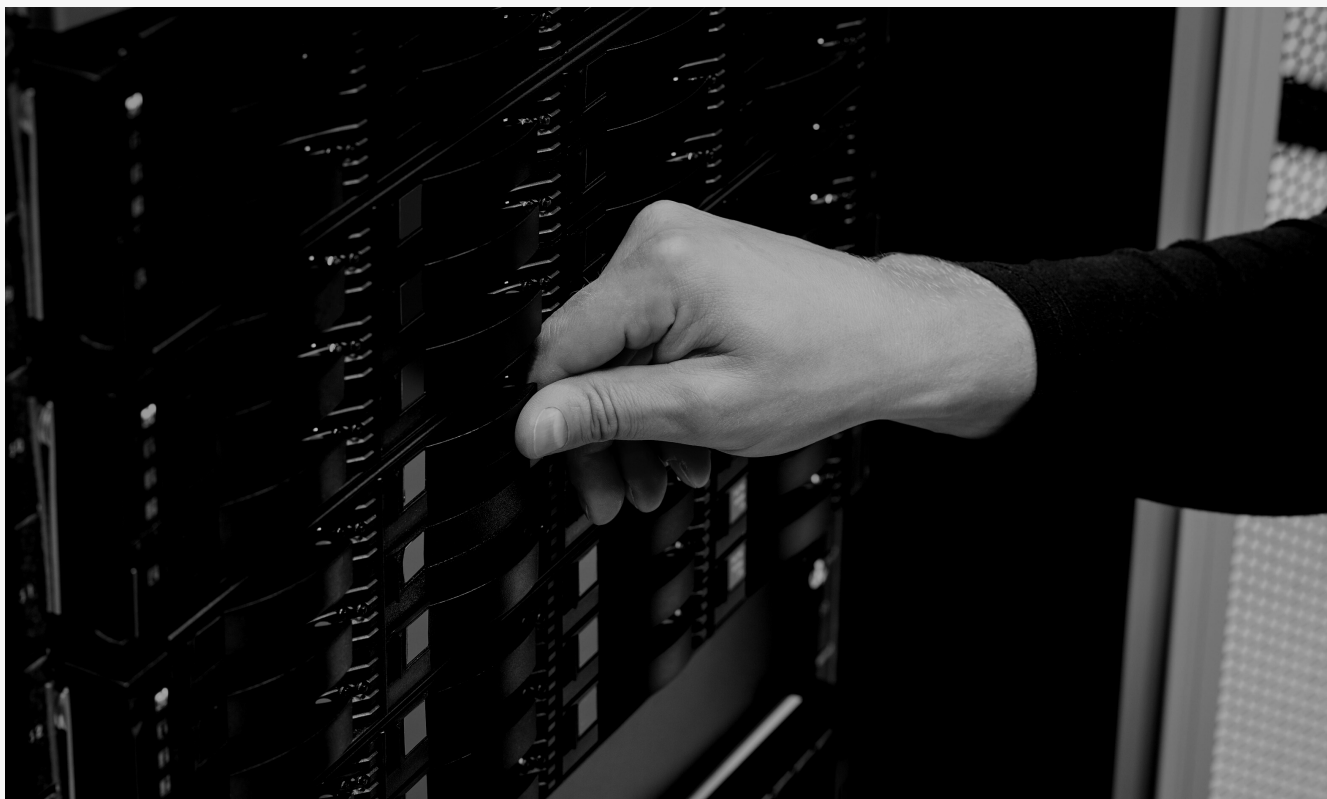
DR365V Features



TURNKEY & PRECONFIGURED

BACKUP & REPLICATION APPLIANCE WITH VEEAM, USER'S CHOICE OF HYPERVISOR, & OUR 8TH GEN STORAGE OS (SCVM)

About DR365V



A LITTLE BIT ABOUT OUR ENTERPRISE BACKUP & DR SOLUTION

The DR365V is a turnkey fully integrated appliance with Veeam backup and replication software, industry standard hypervisor (VMware, Hyper-V, KVM, Citrix, or StoneFly Persepolis), our 8th gen patented storage OS (SCVM) & built-in cloud connect to Azure, AWS, other S3 clouds, and StoneFly private cloud.

With the DR365V, our customers can setup backup and DR for critical physical servers, virtual environments, applications like SAP HANA, other CRM, and EHR software, and MySQL & Oracle databases. Users can also store backup data or replicas in preferred cloud repositories using the built-in cloud connect.

The DR365V leverages advanced data protection technology to deliver near-zero RTPOs.

DR365V Unique Features

The DR365V supports Veeam backup and replication features, and the data protection, storage optimization, and advanced reporting features of StoneFly's patented* storage OS (SCVM).

In this document, we'll be covering the unique features that you'll find only in StoneFly's DR365V.

For a comprehensive list of features of the backup & DR solution, contact [StoneFly sales.](#)

A brief list of the unique features is as follows:

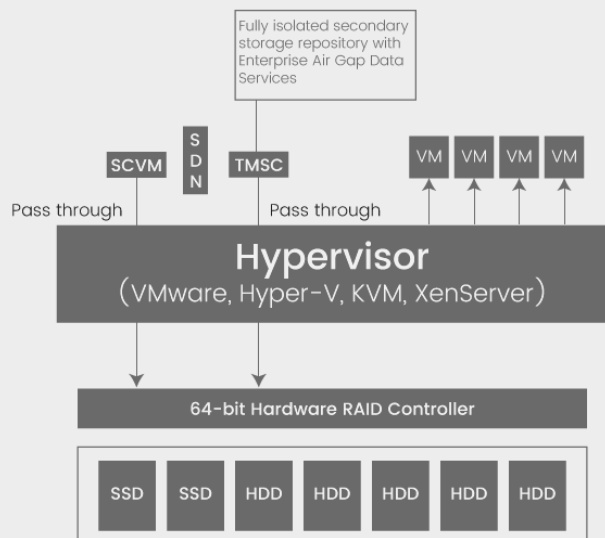
- Air-gapped detachable volumes
- Backup Vault
- Built-in Anti-virus & Anti-ransomware
- Threat scan for dormant malware & viruses
- Direct VM spin up for instant recovery
- Optional cloud DR support (includes VM spin up in private cloud)
- Virtually limitless scale out capabilities

Air-Gapped Backups

Unlike traditional backup systems that store all critical backup data in a single location constituting a data security risk, air-gapped backups leverage software-defined networking to isolate backup copies of critical volumes from the primary production environment.

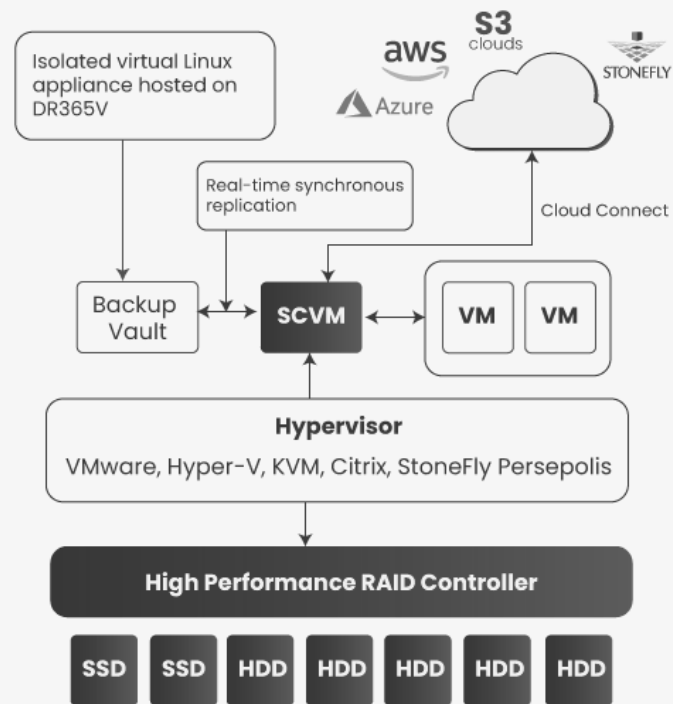
These policy-based isolated volumes can be turned "on" or "off" at the user's discretion.

This makes air-gap technology a great fit for advanced data protection against ransomware, malware, and other similar threats.



Backup Vault

ISOLATED VIRTUAL LINUX APPLIANCE
THAT STORES REPLICAS OF CRITICAL
VOLUMES IN REAL-TIME



Backup Vault is similar to Air-gap backup in the way that both are policy-based isolated volumes that can be turned on or off at the user's discretion.

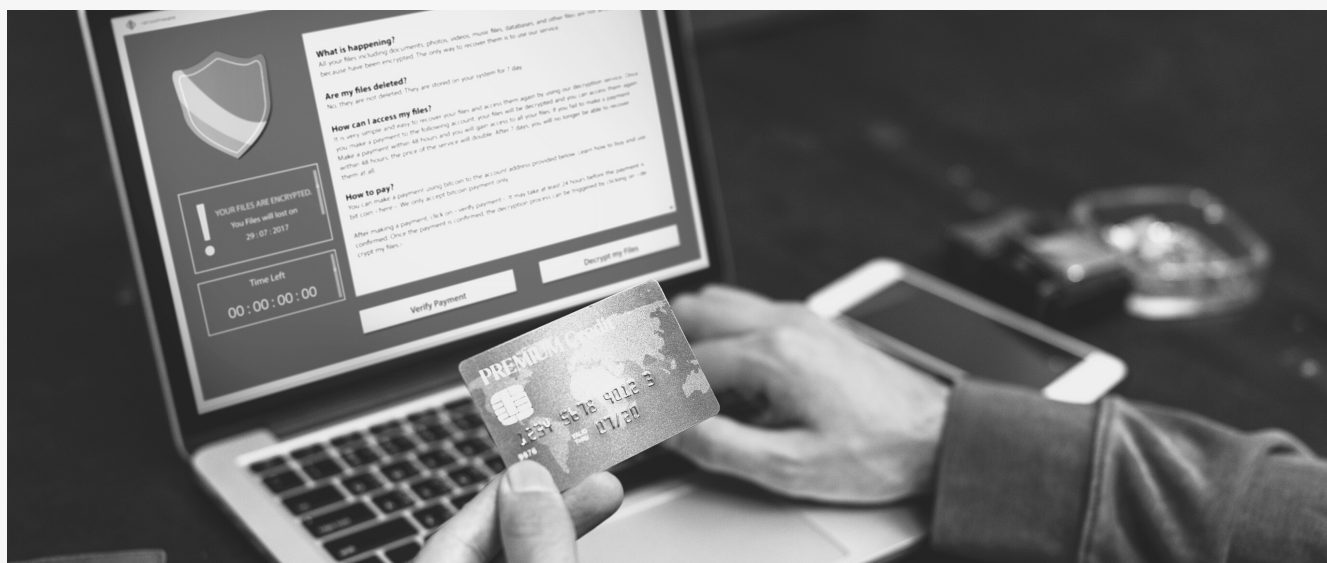
Here's what makes Backup Vault different. It's a virtual Linux appliance whereas Air-gap volumes are NAS volumes. Secondly, air-gap volumes secure any data that users manually store or creates jobs or processes that store data in it.

Backup Vault on the other hand is a virtual appliance that replicates preassigned mission-critical volumes in real-time - when turned on.

With the backup vault, users always have an isolated and updated local copy of their critical volumes.

This level of redundancy becomes especially useful in the event of malicious or accidental deletion from the primary volume.

It's also a great asset to counter data corruption.



Built-in Anti-Virus & Threat Scan

FOR NAS VOLUMES

StoneFly DR365V also supports optional NAS licenses. With the NAS license, users can deploy as many virtual NAS appliances as they need on the DR365V appliance & replace dedicated servers, switches, and storage arrays with a cost-effective & highly scalable alternative.

The following features are only available for customers with the optional NAS license:

- Anti-virus & anti-ransomware
- Threat scan for dormant malware & viruses

Anti-Virus & Anti-Ransomware

The preconfigured storage OS (SCVM) NAS license comes with built-in anti-virus & anti-ransomware that automatically detects unusual behavior, quarantines files, generates reports, & deletes them (if necessary),

As opposed to other traditional backup & DR systems that involve many moving parts and are based on vulnerable OS, the DR365V secures your mission-critical files & folders from cyber-threats like ransomware, virus attacks, etc.

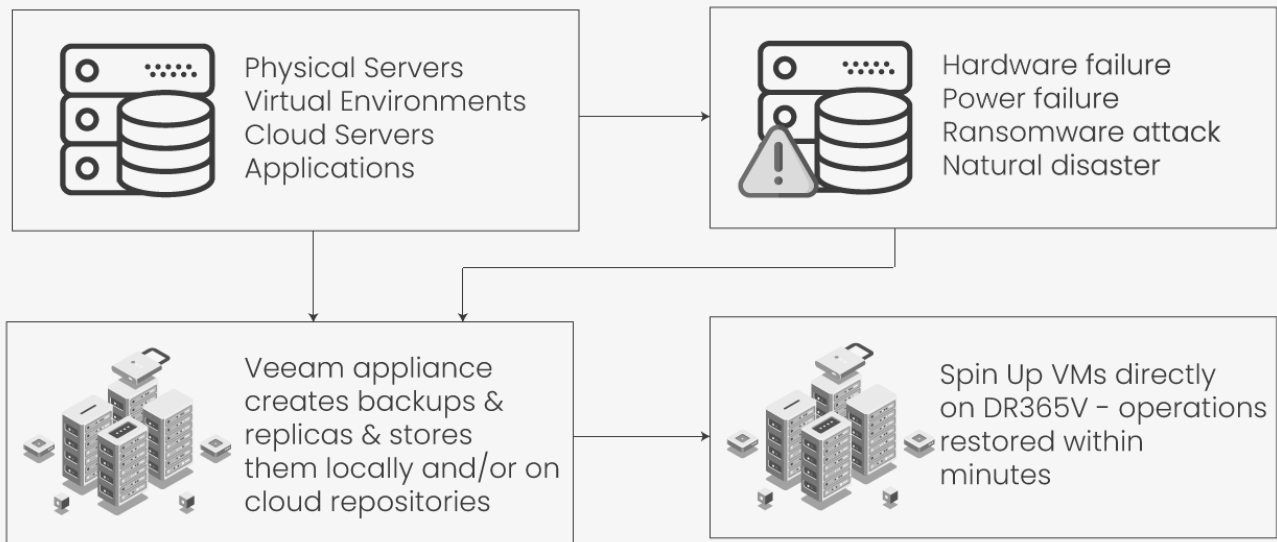
Threat Scan for Dormant Malware & Viruses

This is a light-weight process that checks for dormant malware, ransomware, and virus. Production environment runs smoothly while critical data is checked for threats.

In the event of a detection, files are quarantined and an email report is generated to the administrator.

Direct VM Spin Up

RECOVER INSTANTLY WITH NEAR-ZERO DOWNTIME BY SPINNING UP CRITICAL VIRTUAL MACHINES DIRECTLY ON DR365V



The DR365V automatically converts backups of physical servers and other workloads into VMs. These VMs can be mounted and spun up directly on the DR365V appliance in the event of hardware failure, ransomware attack, or other similar situations.

Instead of waiting for new hardware, or the repair of the current one, StoneFly DR365V customers can restore operations with near-zero downtime.

In a digital landscape continuously threatened by ransomware attacks, hackers, phishing emails, and other similar cyber-threats the DR365V delivers robust protection along with the ability to recover within minutes and brush off cyber-threats as if they were nothing.

StoneFly, Inc. Partnerships



Cloud Disaster Recovery

OPTIONAL ADD-ON

1

CONFIGURE

REPLICATION TO STONEFLY
PRIVATE CLOUD

2

REPLICATE

MISSION-CRITICAL VOLUMES
IN REAL TIME

3

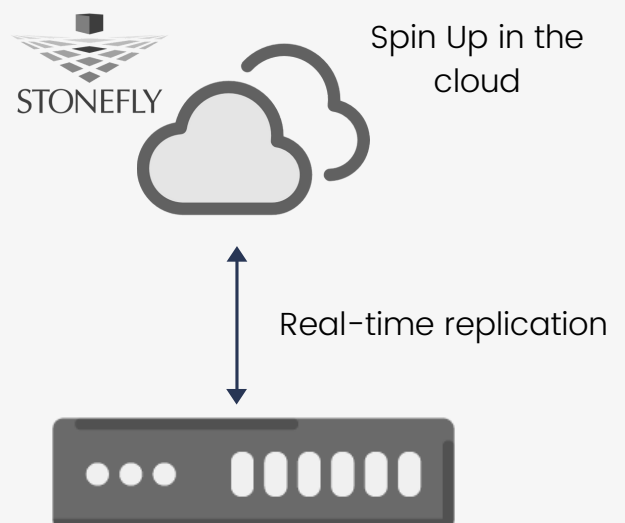
SPIN UP

IN THE CLOUD & RECOVER
OPERATIONS IF DISASTER
STRIKES

As an optional add-on, StoneFly customers can leverage the preconfigured storage OS to setup real-time replication to StoneFly private cloud.

With an updated copy of their critical volumes offsite, users ensure that they have a way to recover in the event of a natural disaster like earthquake, tornadoes, etc.

The replica in StoneFly private cloud can be spin up as a VM directly on StoneFly high performance servers to facilitate instant recovery on an offsite location.



Appliance Scalability

SCALE OUT TO VIRTUALLY UNLIMITED NUMBER OF
APPLIANCE NODES & PETABYTES OF STORAGE CAPACITY



DR365V Primary Node



Additional Node



Additional Node

Traditional infrastructure can only scale up (vertical scaling) and add more storage capacity while the performance remains the same. This process isn't future-proof as bigger systems with less compute capabilities tend to lag and disrupt day-to-day operations. In other words, organizations spend more money and get less in return.

The DR365V can scale out and grow in not just storage capacity but also performance, proportionally. Users can add as many appliance nodes as they need and increase performance and storage in multiples (two nodes lead to 2x performance and storage, three nodes lead to 3x, and so on)

The ability to scale without limits make DR365V the best choice of infrastructure for enterprise-scale workloads.



Get Started!

TO SCHEDULE A DEMO, REQUEST A QUOTE, OR FOR QUERIES, CONTACT US

Contact

Address: 26250 Eden Landing Rd, Hayward, CA 94545 USA.

Phone: +1 (510) 265-1616

Email: sales@stonefly.com

Website: www.stonefly.com



The Original Innovator
of the iSCSI Protocol



StoneFly DR365V

Solution Brief



Built-in block, file, &
object S3 local
storage



Cloud Connect to
Azure, AWS, or
StoneFly Cloud



Powered by
Veeam Availability Suite

Backup & Disaster Recovery Solution with Veeam

Fully integrated data protection solution with Veeam backup software, StoneFly storage operating system, industry standard virtualization technology and local storage and cloud storage capabilities.



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Other brands and their products are trademarks or registered trademarks of their respective holders.

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About StoneFly, Inc.

The Beginning

StoneFly's journey started with the creation of the iSCSI storage protocol and the registration of the domain name "iscsi.com" in March 1996. Headquartered in Silicon Valley (Hayward, California), StoneFly was among the first to manufacture and ship iSCSI storage appliances in 2002. Ever since then, StoneFly has contributed in making the iSCSI protocol into the globally standard storage protocol used by industry professionals across the globe.

Our Vision

StoneFly was founded with the singular vision of delivering simple and affordable enterprise-class data management solutions to SMBs, SMEs, and large organizations worldwide.

Diverse Range of Enterprise Products – Physical Servers & Cloud-Based Solutions

This vision has guided innovation at every step of the way and enabled StoneFly to introduce several enterprise-grade storage solutions such as NAS, SAN, Unified (NAS, SAN and Object), and Hyperconverged Infrastructure (HCI). StoneFly also stepped into the backup and disaster recovery market with purpose-built unified server and storage hyperconverged backup solutions capable of delivering reduced RTPOs for enterprise workloads.

With more than two decades in the industry, StoneFly has now built a wide range of enterprise products and solutions that extend beyond physical solutions and also include serverless and cloud-based offerings. Our strategic technology partnerships with Veeam, Microsoft Azure, Amazon AWS, and other industry leaders has enabled us to offer cloud storage, cloud backup, cloud storage gateways, and data migration solutions to our customers worldwide.

Our Patents

All StoneFly physical and virtual data management solutions are protected by StoneFly storage virtualization patents as certified by the United States Patent and Trademark Office (Patent#: 7302500, 7555586, 7558885, 8069292).

Our Memberships

StoneFly is a member of the Storage Networking Industry Association (SNIA) and the founding member of the IP Storage Institute (IPSI).

Our Partnerships

StoneFly has longstanding partnerships with industry giants such as Veeam, Microsoft, Amazon, VMware, and several others.

A brief list of StoneFly partnerships is as follows:

Veeam

- Veeam Technology Alliance Partner
- Veeam Cloud Service Provider (CSP)



Microsoft

- Certified Microsoft Azure Marketplace Partner
- Microsoft Cloud Solution Provider (CSP) Partner
- Microsoft Government Cloud Service Provider Partner



VMware

- VMware TAP Advanced Partner
- VMware Professional Solution Provider



Amazon

- Amazon AWS Technology Partner



Chapter 1:

Backup & DR Hardware Overview

StoneFly backup & DR appliances support a number of hardware architectures facilitating a variety of enterprise and SMB use-cases. In this chapter, we take a closer look at these hardware architectures, the different key components within the hardware, supported storage drives, and the maximum storage capacities of available storage appliances.

1.1 Available Backup & DR Hardware Architectures

StoneFly backup & DR appliances support the following hardware architectures:

- 1.1.1 [Integrated Appliance](#)
- 1.1.2 [Dual-Node Shared Nothing System](#)
- 1.1.3 [Scale Out System](#)
- 1.1.4 [Disaggregated System \(High-Availability\)](#)

Key Hardware Components of StoneFly Backup & DR Appliances

Before exploring the aforementioned hardware architectures, it's important to know about the following key components of StoneFly backup & DR appliances:

- Backup Controller
- RAID Controller (Integrated Solutions)
- RAID Array (Disaggregated Solutions)
- Expandable Bunch of Drives (EBODs)

Backup Controller

Backup Controller

The Backup controller is a hardware component (or an independent hardware chassis for disaggregated hardware architectures) that functions as the management and virtualization layer for the backup & DR system.

The StoneFly storage virtualization operating system (SCVM) and the hypervisor (VMware, Hyper-V, Citrix, KVM, or StoneFly Persepolis) are deployed on a dedicated PCI-E based NVMe SSD (running independently of the data storage). The backup software also runs on this part of the backup & DR system. Hypervisor availability may vary depending on the StoneFly product series selected.

Backup Controller Form Factors

The integrated appliance, dual-node shared nothing, and scale out storage hardware architectures have built-in backup controllers while the disaggregated storage systems have two or more dedicated hardware chassis for the backup controllers.

The following are the available form factors of backup controllers for the disaggregated hardware architectures:

- Dual 1U Backup Controller with support for 12Gb SAS storage expansion
- Dual 1U Backup Controller with support for 16Gb FC storage expansion
- Dual 2U Backup Controller with support for 12Gb SAS storage expansion
- Dual 2U Backup Controller with support for 16Gb FC storage expansion

RAID Controller

The high-performance hardware Redundant Array of Independent Disks (RAID) controller configures multiple drives (depending on the configured RAID level) to work as redundant drives for fault-tolerance and high-availability. Supported RAID levels depend on the appliance series and model.

	D-Series (Gen 1)	D-Series (Gen 2)	XS-Series	XD-Series
RAID Controller	Standard	Standard	Standard	Standard
RAID Cache Battery Backup	Not Supported	Standard	Standard	Standard

HA RAID Array (Disaggregated Solutions)

The HA RAID storage expansion array (or simply HA RAID array) is a hardware chassis with storage drives and dual active-active hardware RAID controllers. This hardware chassis is a key component of StoneFly disaggregated HA backup & DR systems.

The HA RAID array supports RAID levels 0, 1, 0+1, 3, 5, 6, 10, 30, 50, and 60. RAID Cache battery backup is standard on each active RAID controller. Supported storage drives include 2.5" and 3.5" enterprise SSD and SAS hard drives depending on the model.

The two types of StoneFly HA RAID arrays include choice of either 12Gb SAS or 16Gb Fibre Channel Host Interfaces for connections to the StoneFly HA cluster nodes.

Note: Supported RAID levels vary depending on appliance series and model. For details, [contact StoneFly pre-sales engineers.](#)

Available Form Factors for StoneFly HA RAID Arrays

HA RAID Arrays with support for 3.5" enterprise SAS drives and SSDs:

- 12-bay 2U Rackmount (12Gb SAS or 16Gb Fibre Channel host interface)
- 16-bay 3U Rackmount (12Gb SAS or 16Gb Fibre Channel host interface)
- 24-bay 4U Rackmount (12Gb SAS or 16Gb Fibre Channel host interface)

HA RAID Arrays with support for 2.5” enterprise SAS drives and SSDs:

- 24-bay 2U Rackmount (12Gb SAS or 16Gb Fibre Channel host interface)

Note: The compatible HA RAID array may vary depending on the chosen disaggregated backup & DR solution and appliance model. For more information, refer to the relevant **Hardware Specifications** section of the relevant backup & DR product or [contact StoneFly pre-sales engineers](#).

Expandable Bunch of Drives (EBODs)

EBODs are storage expansion units compatible with most StoneFly backup & DR solutions. EBODs are used to add more storage capacities to existing StoneFly backup & DR systems (scale up or vertical scaling). With support for enterprise SAS drives, StoneFly EBODs enable users to set up multi-tiered storage capacities with their existing backup & DR infrastructure.

The EBODs used for integrated, dual-node shared nothing, and scale out backup & DR systems differ from the EBODs used for disaggregated HA backup & DR systems.

For more information, please refer to sections [3.2](#) and [3.3](#).

Available Form Factors for EBODs**EBODs for Integrated Hardware with support for 3.5” enterprise SAS drives and SSDs:**

- 12-bay 2U 12Gb SAS Expansion Unit
- 16-bay 3U 12Gb SAS Expansion Unit
- 24-bay 4U 12Gb SAS Expansion Unit
- 44-bay 4U 12Gb SAS Expansion Unit
- 60-bay 4U 12Gb SAS Expansion Unit

EBODs for Integrated Hardware with support for 2.5” enterprise SAS drives and SSDs:

- 24-bay 2U 12Gb SAS Expansion Unit

For the hardware specifications of integrated appliance EBODs, please refer to section [3.2](#).

EBODs for Disaggregated HA Hardware with support for 3.5” enterprise SAS drives:

- 12-bay 2U 12Gb SAS HA Expansion Unit
- 16-bay 3U 12Gb SAS HA Expansion Unit
- 60-bay 4U 12Gb SAS HA Expansion Unit, Single Drawer
- 60-bay 4U 12Gb SAS HA Expansion Unit, Three Drawers

EBODs for Disaggregated HA Hardware with support for 2.5” enterprise SAS drives:

- 24-bay 2U 12Gb SAS HA Expansion Unit

For the hardware specifications of HA appliance EBODs, please refer to section [3.3](#).

1.1.1 Integrated Appliance

The integrated appliance hardware architecture delivers the “backup & DR in a box” experience. This hardware architecture is comprised of a single hardware chassis with built-in backup controller, RAID Controller and storage drives.



12-bay 2U 3.5” Rackmount

StoneFly integrated appliance hardware supports 6Gb SATA (D-Series appliances only), enterprise 12Gb SAS 7200RPM, and enterprise 12Gb SAS SSDs with storage capacities ranging from a few terabytes to multiple petabytes.

Available Integrated Appliance Form Factors

D-Series integrated appliances that support 3.5” 6Gb SATA drives:

- 4-bay Mini-Tower
- 6-bay 2U Rackmount

D, XS, and XD-Series integrated appliances that support 3.5” 12Gb SAS drives & SSDs:

- 8-bay 2U Rackmount
- 12-bay 2U Rackmount
- 16-bay 3U Rackmount
- 24-bay 4U Rackmount
- 36-bay 4U Rackmount

D, XS, and XD-Series integrated appliances that support 2.5” 12Gb SAS drives & SSDs:

- 24-bay 2U Rackmount

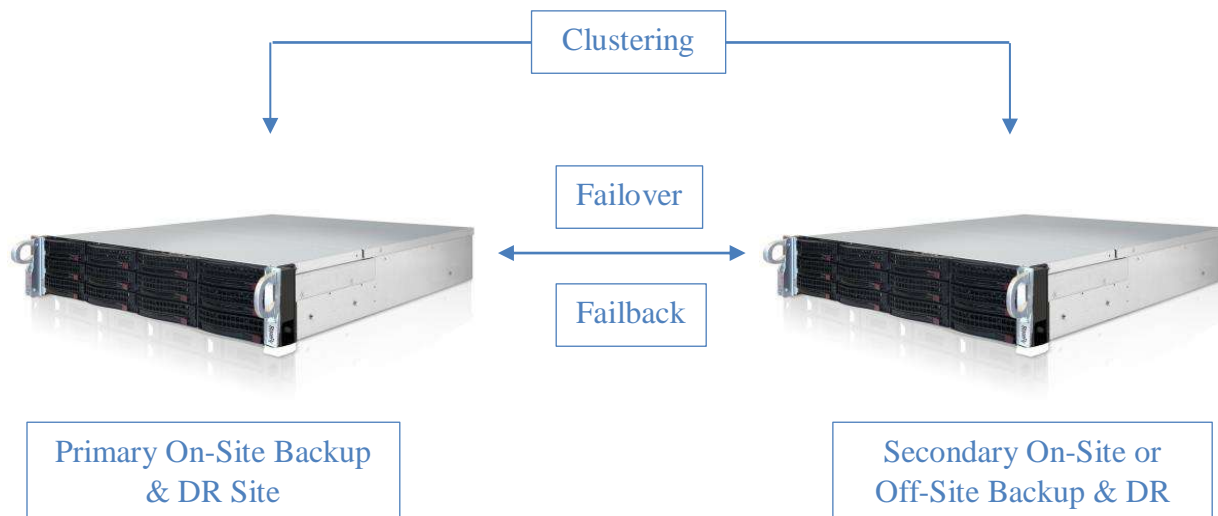
Note: Supported integrated appliance form factors vary depending on the backup & DR solution. For more information, please refer to the **Hardware Specifications** section of the relevant StoneFly backup & DR product or [contact StoneFly pre-sales engineers](#).

1.1.2 Dual-Node Shared Nothing Systems

StoneFly dual-node shared nothing systems are comprised of two synchronized integrated appliance nodes. This hardware configuration is built to deliver fault-tolerance and high-availability in the event of the complete hardware failure of an entire integrated appliance node.

This high-availability hardware configuration leverages the StoneFly storage OS to replicate data between the two appliance nodes in real-time thereby creating redundant copies of data.

In the event of hardware failure of a single integrated appliance node, the system automatically fails over to the secondary node, delivering a disruption-free storage experience while the primary system is repaired. This makes this configuration the best fit for enterprise environments that cannot tolerate downtime and are looking for a backup & DR system without a single point-of-failure.



Note: The available form factors, appliance models and hardware components of the dual-node shared nothing storage systems are the same as the integrated appliance hardware architecture. The only difference between the two is that integrated appliances are comprised of a single hardware chassis whereas the dual-node shared nothing uses two synchronized integrated appliances.

1.1.3 Scale Out Systems

Scale out systems start with three integrated appliance nodes. As the name suggests, StoneFly scale out hardware architecture is built to deliver the ability to scale out to virtually an unlimited number of appliance nodes for petabytes of storage capacity.



Each integrated appliance node has a built-in processor, hyperconverged backup controller, RAID controller and storage drives. The total workload is aggregated over the total number of appliance nodes in the backup & DR scale out system. The addition of each new scale out node delivers a gradual increase in performance, along with an increase in storage capacity. The ability to dually scale makes scale out backup & DR systems the perfect fit for business environments that process and back up big data.

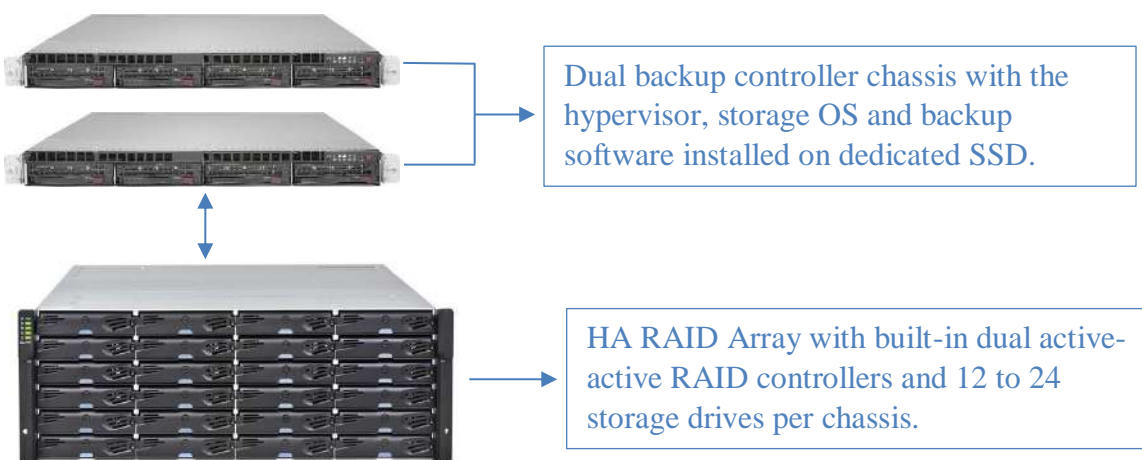
Note: The available form factors, appliance models and hardware components of the scale out storage systems are the same as the integrated appliance hardware architecture. The only difference between the two is that integrated appliances are a single hardware chassis whereas the scale out storage systems are comprised of at least three integrated appliance nodes.

1.1.4 Disaggregated Backup & DR Systems (High-Availability)

The disaggregated backup & DR system is a high-availability modular hardware architecture built to deliver fault-tolerance, remove single point-of-failure, and simplify scalability for enterprise-level workloads.

StoneFly disaggregated backup & DR systems are comprised of three or more hardware chassis:

- Two Backup Controllers (1U or 2U Chassis)
- One or More HA RAID Array(s)
- Optional HA Expandable Bunch of Drives (EBODs)



With hardware independent backup controllers, the disaggregated backup & DR systems prevent downtime due to backup controller failure. Moreover, the dual backup controllers prevent bottlenecks by delivering multi-path access to the storage hardware chassis (HA RAID array) with the optional multipath upgrade option.

Due to the fact that the backup controllers are in separate hardware chassis, the process of repairing them is simpler and budget-friendly. Disaggregated storage solution users can replace the malfunctioned backup controller chassis while the secondary / redundant controller continues to facilitate access.

Even in the event of a backup controller hardware failure, the appliance continues to operate without experiencing downtime. This disaggregated high-availability hardware architecture is thus best fit for enterprises and data centers that cannot tolerate downtime, while providing easy data center management.

Available Form Factors for Disaggregated Systems

For information about the available form factors for the backup controller chassis, please refer to the [backup controller](#) section.

For information about the available form factors for the HA RAID arrays, please refer to the [HA RAID Array](#) section.

1.2 Supported Storage Drives

Following is a list of storage drives supported by StoneFly backup & DR appliances.

3.5" Drives	
12Gb 7200RPM SAS	10TB, 14TB, 16TB, 18TB
6Gb 7200RPM SATA (4 and 6-bay D-Series only)	10TB, 14TB, 16TB

2.5" Drives	
12GB SAS SSD (1x DWPD)	960GB, 1.9TB, 3.8TB, 7.6TB
12GB SAS SSD (3x DWPD)	800GB, 1.6TB, 3.2TB, 6.4TB
12Gb SAS SSD (10x DWPD)	400GB, 800GB, 1.6TB, 3.2TB
6Gb SATA SSD (3x DWPD) (4 and 6-bay D-Series only)	240GB, 480GB, 960GB, 1.9TB, 3.8TB

* 2.5" Enterprise SAS drives are supported in most StoneFly appliances supporting 3.5" Enterprise SAS drives when combined with a special converter or tray.

1.2.1 Raw Storage Capacities for StoneFly Backup & DR Appliances

The following is a measure of the raw storage capacities of StoneFly backup & DR appliances. The usable and effective storage capacities differ based on the configured RAID, deduplication and compression features.

All StoneFly D-Series, XS-Series and XD-Series integrated appliances with 12-bays or larger are capable of **scaling up** to 256 drives per appliance node when combined with StoneFly expansion units.

All StoneFly backup & DR appliances can **scale out** to virtually unlimited number of appliance nodes and corresponding storage capacities.

Raw Storage Capacities (Integrated Appliances, Dual-Node Shared Nothing, Scale Out Systems, Disaggregated HA Clusters, HA RAID Arrays & EBODs)

4-Bay Mini Tower (3.5")	6Gb 7200 RPM SATA	64TB
	6Gb SATA SSD (3x DWPD)	15.2TB
6-Bay 2U Rackmount (3.5")	6Gb 7200 RPM SATA	96TB
	6Gb SATA SSD (3x DWPD)	22.8TB
8-Bay 2U Rackmount (3.5")	12Gb 7200 RPM SAS	144TB
	12Gb SAS SSD (1x DWPD)	60.8TB
	12Gb SAS SSD (3x DWPD)	51.2TB
12-Bay 2U Rackmount (3.5")	12Gb 7200 RPM SAS	216TB
	12Gb SAS SSD (1x DWPD)	91.2TB
	12Gb SAS SSD (3x DWPD)	76.8TB
16-Bay 3U Rackmount (3.5")	12Gb 7200 RPM SAS	288TB
	12Gb SAS SSD (1x DWPD)	121.6TB
	12Gb SAS SSD (3x DWPD)	102.4TB
24-Bay 4U Rackmount (3.5")	12Gb 7200 RPM SAS	432TB
	12Gb SAS SSD (1x DWPD)	182.4TB
	12Gb SAS SSD (3x DWPD)	153.6TB
36-Bay 4U Rackmount (3.5")	12Gb 7200 RPM SAS	648TB
	12Gb SAS SSD (1x DWPD)	276.4TB
	12Gb SAS SSD (3x DWPD)	230.4TB

44-Bay 4U Rackmount (3.5") [EBOD only]	12Gb 7200 RPM SAS	792TB
	12Gb SAS SSD (1x DWPD)	337.9TB
	12Gb SAS SSD (3x DWPD)	281.6TB
60-Bay 4U Rackmount (3.5") [EBOD/HA EBOD only]	12Gb 7200 RPM SAS	1,080TB
	12Gb SAS SSD (1x DWPD)	456TB
	12Gb SAS SSD (3x DWPD)	384TB

Note: The raw storage capacities listed above are for appliances fully populated with a single type of drive. StoneFly appliances can be configured with a combination of different drive types and capacities, thus offering variable raw storage capacities. For more information about the raw capacity of a StoneFly storage appliance, please [contact StoneFly pre-sales engineers](#).

1.3 Network Ports

StoneFly D-Series, XS-Series and XD-Series appliances come standard with at least two 10Gb ports per node. The standard network ports vary depending on the appliance series and model.

Following is a list of the supported network ports and available network port upgrade options for D-Series (Gen 2), XS-Series and XD-Series integrated (including dual-node shared nothing & scale out) appliances:

1.3.1 Network Port Upgrade Options for StoneFly D-Series (Gen 2) & XS/XD-Series Integrated Appliances

- Dual 1Gb Copper Ethernet Ports
- Quad 1Gb Copper Ethernet Ports
- Dual 10Gb RJ-45 Copper Ethernet Ports
- Quad 10Gb RJ-45 Copper Ethernet Ports
- Dual 10Gb SR Optical Ethernet Ports with 10Gb SFP+ SR Optical Transceiver Modules
- Single 10Gb LR Optical Ethernet Port with 10Gb SFP+ LR Optical Transceiver Module
- Dual 10Gb SFP+ Ports (Cables/Transceiver Modules Not Included)
- Quad 10Gb SFP+ Ports (Cables/Transceiver Modules Not Included)
- Dual 40Gb QSFP+ Ports (Cables/Transceiver Modules Not Included)

1.3.2 Network Port Upgrade Options for StoneFly D-Series (Gen 2) & XS/XD-Series Disaggregated (HA) Cluster Systems

Quad 1Gb Copper Ethernet Ports for HA Cluster	2 per Node
Eight 1Gb Copper Ethernet Ports for HA Cluster	4 per Node
Quad 10Gb RJ-45 Copper Ethernet Ports for HA Cluster	2 per Node
Eight 10Gb RJ-45 Copper Ethernet Ports for HA Cluster	4 per Node
Quad 10Gb CX4 Copper Ethernet Ports for HA Cluster	2 per Node
Quad 10Gb SR Optical Ethernet Ports with 10Gb SFP+ SR Optical Transceiver Modules for HA Cluster	2 per Node
Dual 10Gb LR Optical Ethernet Ports with 10Gb SFP+ LR Optical Transceiver Modules for HA Cluster	1 per Node
Quad 10Gb SFP+ Ports for HA Cluster	2 per Node
Eight 10Gb SFP+ Ports for HA Cluster	4 per Node
Quad 40Gb QSFP+ Ports for HA Cluster	2 per Node

Note: Available network port upgrades vary depending on the appliance series and available PCI-E slots in the appliance. For more information, [contact StoneFly pre-sales engineers](#).

1.4 Processor, System Memory & SSD for OS

This section lists the available processors, system memory and SSD options for the OS.

Note: Standard and compatible hardware components may vary depending on the appliance series and model. Please refer to the **Hardware Specifications** of the relevant backup & DR solution or [contact StoneFly pre-sales engineers](#) for more information.

1.4.1 Processor Options

Processor Options for Integrated & Disaggregated HA Appliances (Per Node)

	D-Series (Gen 1)	D-Series (Gen 2)	XS-Series	XD-Series
Standard	8-Core Xeon Processor	4-Core Xeon Processor	10-Core Xeon Processor	Dual 10-Core Xeon Processors
Upgrade Options	None	8-Core Xeon Processor	<ul style="list-style-type: none"> • 12-Core Xeon • 16-Core Xeon • 18-Core Xeon • 20-Core Xeon • 24-Core Xeon • 28-Core Xeon 	<ul style="list-style-type: none"> • Dual 12-Core Xeons • Dual 16-Core Xeons • Dual 18-Core Xeons • Dual 20-Core Xeons • Dual 24-Core Xeons • Dual 28-Core Xeons

Note: The processor options listed above are also supported for the dual-node shared nothing and scale out systems.

1.4.2 System Memory Options

System Memory Options for Integrated Appliances

	D-Series	XS-Series	XD-Series
Standard	32GB	32GB	64GB
Upgrade Options	<ul style="list-style-type: none"> • 64GB • 128GB • 256GB (Gen 2) 	<ul style="list-style-type: none"> • 64GB • 128GB • 256GB • 384GB • 512GB • 1TB 	<ul style="list-style-type: none"> • 128GB • 256GB • 384GB • 512GB • 768GB • 1TB • 2TB

Note: The system memory options listed above are also supported for the dual-node shared nothing and scale out systems.

System Memory Options for Disaggregated HA Appliances (Per Node)

	D-Series	XS-Series	XD-Series
Standard	32GB	32GB	64GB
Upgrade Options	<ul style="list-style-type: none"> • 64GB • 128GB • 256GB 	<ul style="list-style-type: none"> • 64GB • 128GB • 256GB • 384GB • 512GB • 768GB • 1TB (2U only) 	<ul style="list-style-type: none"> • 128GB • 256GB • 384GB • 512GB • 768GB • 1TB • 2TB • 3TB (1U only)

1.4.3 SSD for OS

StoneFly backup & DR appliances use SSD or Flash for the backup controller and OS. This section describes in detail the standard and available upgrade options for the SSD dedicated for the OS.

NVMe SSD for OS Options - Integrated Appliances

	D-Series	XS-Series	XD-Series
Standard	256GB PCI-E Based NVMe SSD for Hypervisor/OS		
Upgrade Options	<ul style="list-style-type: none"> • 512GB PCI-E Based NVMe SSD for Hypervisor/OS • 1TB PCI-E Based NVMe SSD for Hypervisor/OS • 2TB PCI-E Based NVMe SSD for Hypervisor/OS • 3.8TB PCI-E Based NVMe SSD for Hypervisor/OS 		

NVMe SSD for OS Options – High-Availability (HA) Appliances (Per Node)

	D-Series, XS-Series, Dual 2U XD-Series	Dual 1U XD-Series
Standard	256GB NVMe SSD for Hypervisor/OS	240GB SSD for Hypervisor/OS
Upgrade Options	<ul style="list-style-type: none"> • 512GB NVMe SSD for Hypervisor/OS • 1TB NVMe SSD for Hypervisor/OS • 2TB NVMe SSD for Hypervisor/OS • 3.8TB NVMe SSD for Hypervisor/OS 	<ul style="list-style-type: none"> • 480GB SSD for Hypervisor/OS • 960GB SSD for Hypervisor/OS • 1.9TB SSD for Hypervisor/OS • 3.8TB SSD for Hypervisor/OS

Chapter 2:

StoneFly Storage Concentrator Virtual Machine (SCVM)

StoneFly SCVM is an 8th generation patented storage operating system that is included in all StoneFly backup and DR solutions. In this chapter, we'll take a closer at SCVM and describe what it is, how it works and what features it offers to simplify and improve your backup & DR experience.

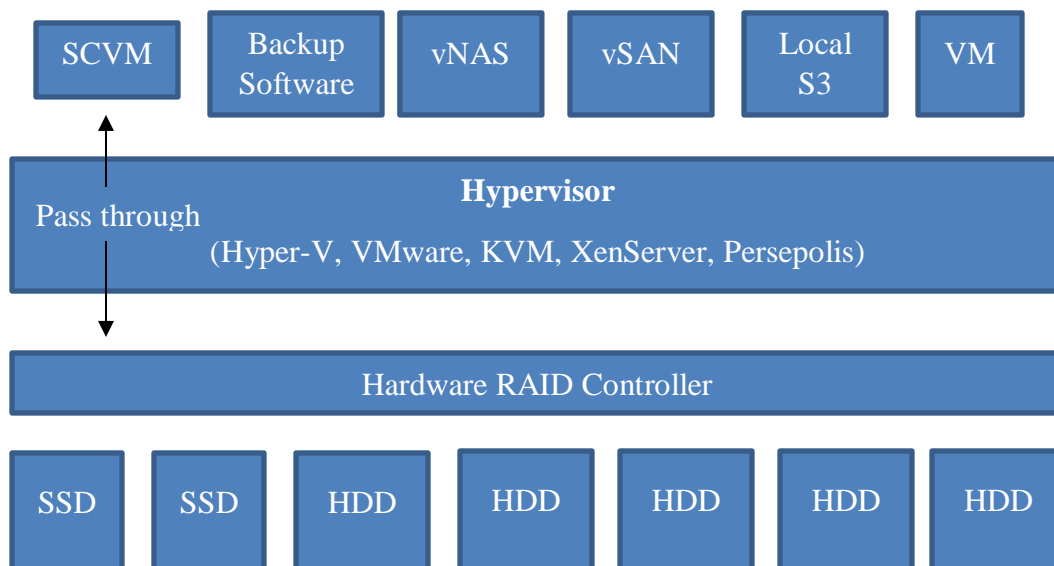
2.1 What is SCVM?

StoneFly SCVM is a storage operating system that enables users to provision NAS, SAN, & object storage on their backup & DR appliance. Besides storage virtualization and provisioning, SCVM also comes with an array of data protection and data storage optimization features that integrate seamlessly together to offer advanced enterprise experiences at an affordable price.

SCVM also enables users to integrate cloud storage repositories (Microsoft Azure, AWS, StoneFly cloud, any other S3 compatible cloud) with their backup & DR infrastructure; giving users access to highly scalable and affordable target repositories for backup data storage, retention and archiving.

2.1.1 SCVM Deployment

Note: SCVM is standard on all StoneFly backup & DR appliances. StoneFly customers do not have to install the Virtual Machine (VM) on our backup & DR solutions. Users only need to configure the management network for the VM.



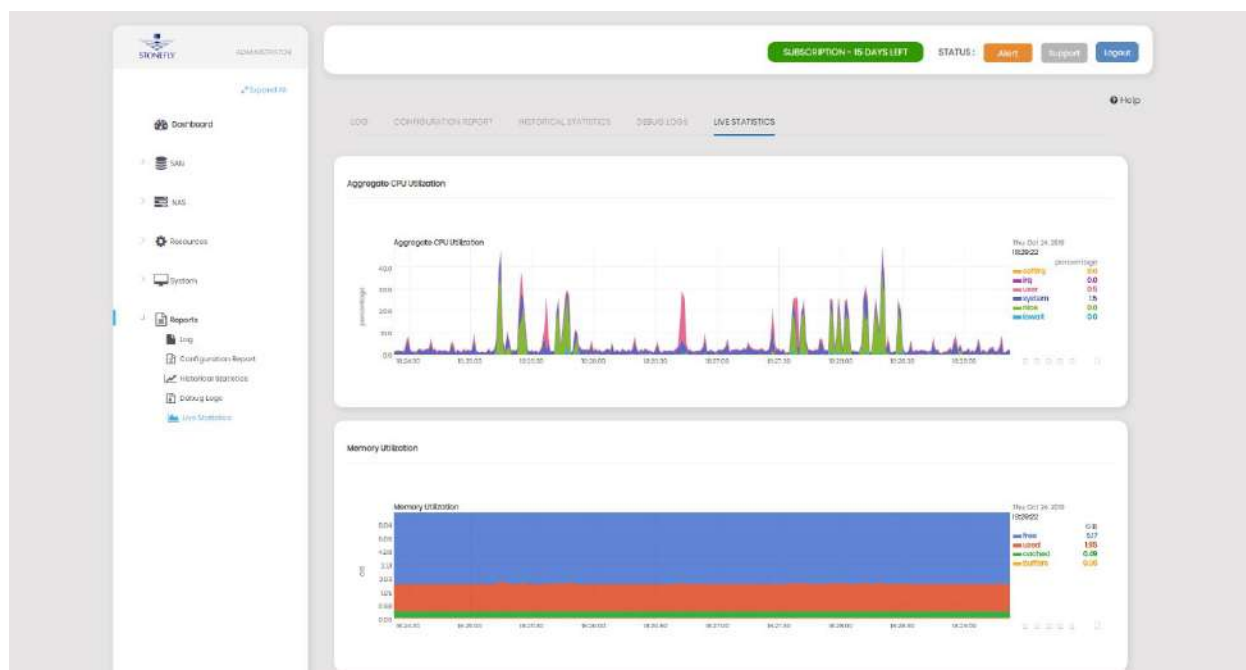
SCVM is deployed as a VM on industry standard hypervisors such as Hyper-V, VMware, KVM, XenServer (Citrix), or StoneFly Persepolis.

Note: Hypervisor availability may vary depending on the StoneFly product series selected.

The storage OS comes with an easy-to-use management GUI that enables users to provision desired resources on the backup & DR appliance. This makes StoneFly backup & DR solutions the complete package containing the backup software, target repository, and software-defined networking.

The SCVM passes through the hypervisor or virtualization environment interacting directly with the RAID controller and gives users the ability to fully utilize their backup & DR appliances. These capabilities truly enhance the user experience and improve the ROI and TCO of the infrastructure.

2.1.2 SCVM Dashboard – Real-time Graphical Performance Reporting



StoneFly SCVM Dashboard

SCVM truly puts users in control of their infrastructure with real-time graphical reporting about metrics such as:

- Aggregated CPU Utilization
- System Memory Utilization
- Aggregate Disk Read/Write Activity
- Aggregate Network Usage

2.2 Enterprise-Grade Features of StoneFly SCVM

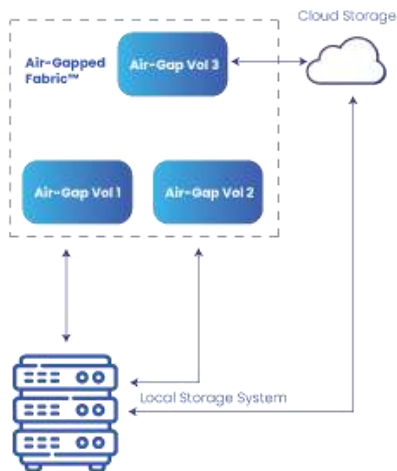
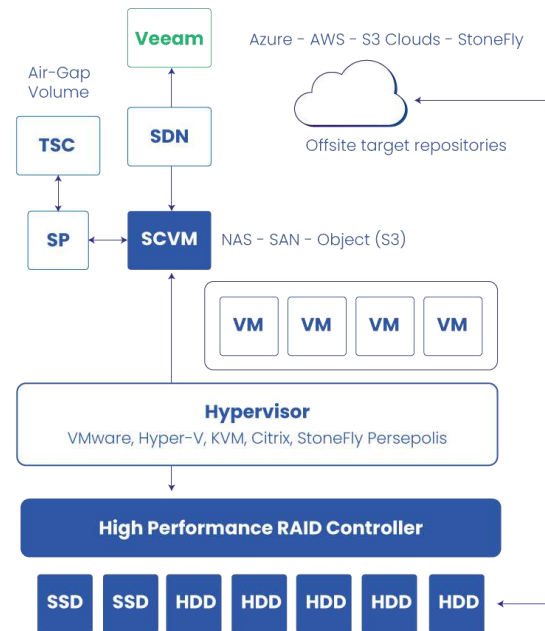
StoneFly SCVM is equipped with state-of-the-art features that facilitate data protection and effective storage utilization. Here is a brief list of those features:

2.2.1 Data Protection Features of SCVM

Air-Gapped Vault™ - Detachable Isolated Volumes

StoneFly SCVM enables users to provision detachable air-gapped vault volumes, on an isolated network. These highly secure target repositories run independently from the production network and can be activated or deactivated as per user defined policies.

In the event of data corruption or malicious encryption via ransomware, the Air-Gapped Vault ensures that users have another copy on a secure network available to recover data and restore operations effortlessly. With StoneFly SCVM, users can choose to deploy air-gapped vault(s) locally, on an offsite storage, or in the cloud of their choice.



Air-Gapped Fabric™ - Seamless Data Management for Air-Gapped Vaults

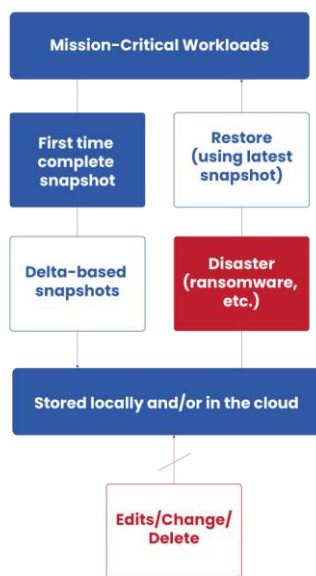
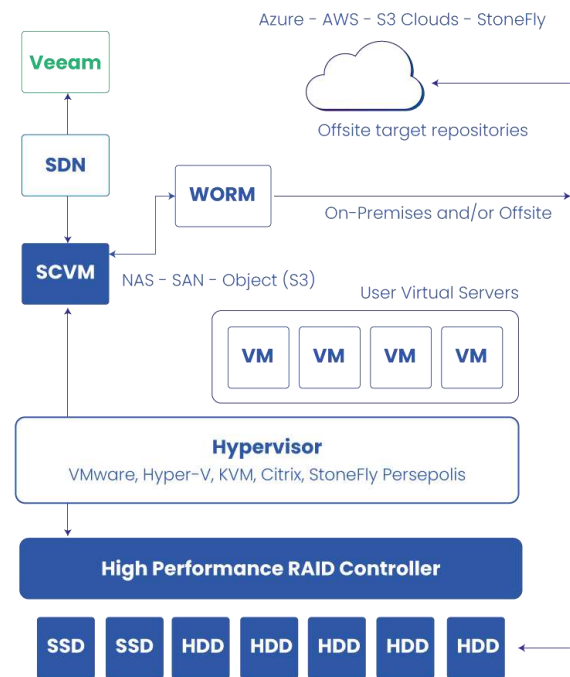
Air-Gapped Fabric unifies data management for air-gapped vaults and integrated data services deployed across multiple platforms. The goal of air-gapped fabric is to provide seamless accessibility and control over air-gapped vaults - whether they're deployed locally, in the cloud, or in a hybrid setup; simplifying data management and ensuring advanced data protection with minimum time and resource investments.

Write-Once Read-Many (WORM) Volumes

In order to comply with industry regulations such as HIPAA, HITRUST, FedRAMP, and CJIS, data owners need to store critical data in secure volumes that limit access to approved user groups. With StoneFly SCVM's WORM feature, users can do just that.

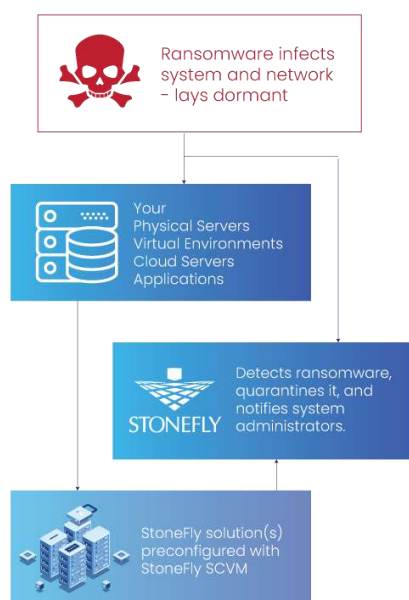
WORM repositories, as the name suggests, are target storage volumes that enable reads but limit writes, edits, and deletion based on user-defined policies. SCVM enables users to provision WORM locally on StoneFly appliances, in the cloud of their choosing, or in both (hybrid storage).

Data stored in these volumes is safe from ransomware attacks as it cannot be edited and therefore cannot be maliciously encrypted.



Immutable Delta-Based Snapshots

By using the immutable snapshots feature of StoneFly SCVM, users can secure mission-critical volumes from ransomware and other disasters like production hardware failure, human error, etc. To save on storage consumption and speed up backups, SCVM takes change-based snapshots. In the event of a disaster, users can restore data by using the latest snapshot. As the snapshots are immutable, ransomware cannot edit, delete, or encrypt them - making them a reliable means of ransomware protection and data recovery.



Threat Scan for Dormant Malware

Advanced ransomware threads are programmed to stay dormant, learn user behavior, and then “attack” when it has enough information. With information about target repositories and backups, such ransomware attacks tend to be more devastating. However, StoneFly equips you with the means to detect and remove such dormant ransomware with ease.

Users can schedule regular threat scans which use advanced AI to detect any dormant malware threads. In the event of detection, the malicious software is quarantined and system administrators are notified.

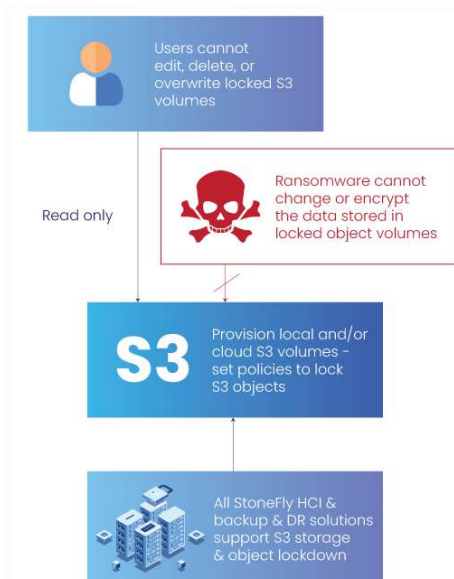
Users can choose to schedule threat scans daily, weekly, or monthly.

S3 Object Lockdown

Additionally, with StoneFly SCVM users can provision S3 object target repositories and “lock” them so that they cannot be edited, deleted, or overwritten for a specified period of time.

Similar to the WORM model, S3 object lockdown is especially helpful for organizations looking to meet compliance requirements.

Because S3 objects when locked, cannot be changed - they also provide a line of defense against threats like ransomware, human error, malicious deletion, and other disasters.



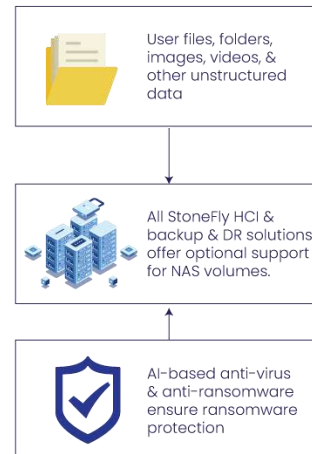
Anti-Virus & Anti-Ransomware for NAS Volumes

Protect your files, folders, and other unstructured workloads stored on StoneFly appliances with built-in anti-virus and anti-ransomware.

The anti-virus and anti-ransomware, in StoneFly appliances, is regularly updated with information about latest virus and ransomware threads making it capable of detecting and neutralizing advanced threats before they strike.

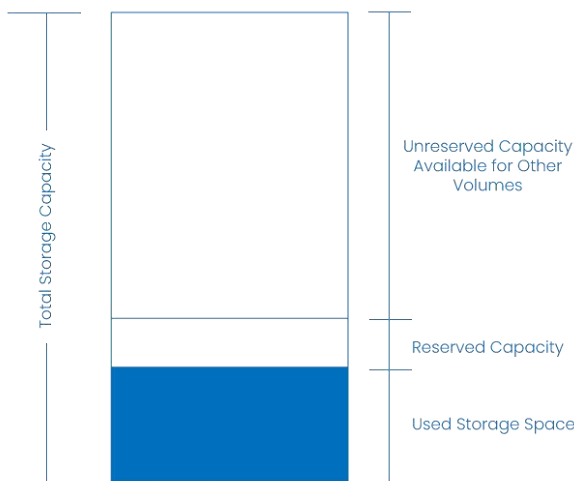
Advanced AES 256-bit Encryption

All StoneFly DR365V appliances offer military-grade AES 256-bit encryption capabilities. By using StoneFly solutions, enterprise customers can rest assured that their mission critical workloads are safe from unauthorized access and cyber-threats such as ransomware, etc.



256-

2.2.2 Storage Optimization Features of SCVM



Thin Provisioning with Space Reclamation

Thin provisioning enables users to fully leverage available storage space and repurpose unused idle storage by dynamically assigning the storage space in a way that available space remains slightly ahead of the used capacity.

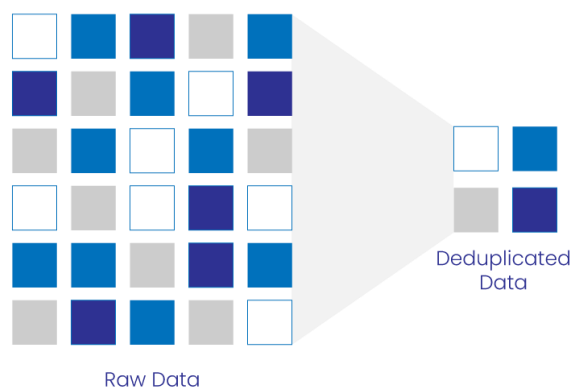
SCVM offers thin provisioning as a standard feature in all DR365V appliances. With thin provisioning, DR365V users can reclaim unused storage space and provision iSCSI volumes, on-premises S3 object repositories or NFS or CIFS/SMB NAS volumes* for their workloads.

The ability to use storage resources to their fullest potential also reduces the need to purchase additional hardware hence improving total cost of ownership (TCO) and return on investments (ROIs).

Deduplication for NAS, SAN, and S3 Volumes

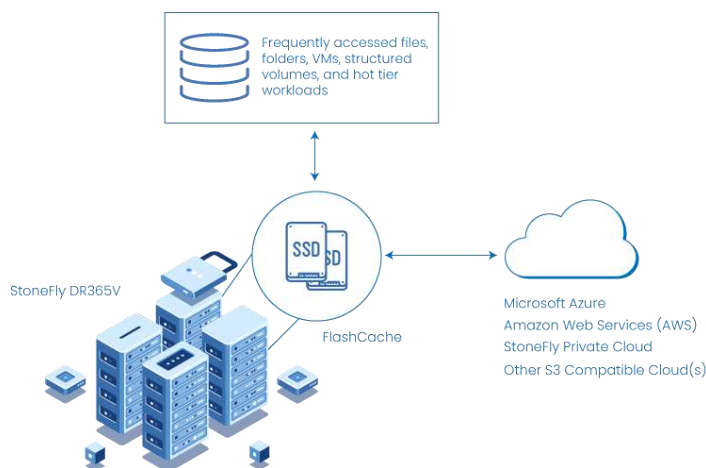
Deduplication effectively reduces data footprints by removing unnecessary copies of data and redirecting all addresses to the original copy.

SCVM enables users to reduce their data footprint up to 100x¹ by using deduplication for NAS*, SAN, and S3 object data stored on the appliance. Consequently, storage space consumption is considerably reduced, in turn making data management easier, and improving cost effectiveness of the backup and DR solution.



*Requires optional SCVM NAS license. For more information, [contact StoneFly pre-sales engineers](#).

¹ depends on system specifications of DR365V



FlashCache™ - SSD Caching

With FlashCache™, DR365V users can leverage high performance NVMe SSDs to set up high speed caches for frequently accessed data.

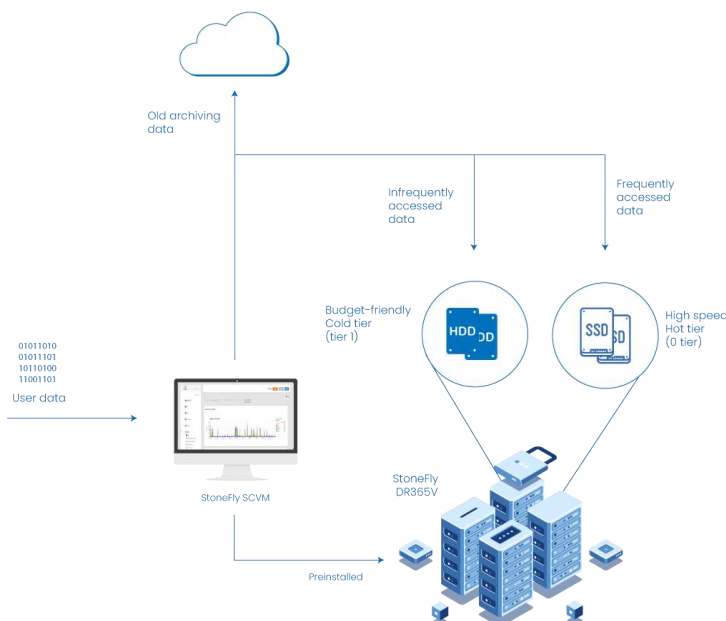
By effectively leveraging the FlashCache feature, StoneFly customers can improve input/output per second (IOPS) and facilitate demanding hot tier (zero tier) workloads easily.

Note: NVMe SSD support varies depending on appliance series and model. Refer to the respective specification table of the appliance series in [chapter 3](#) or contact StoneFly pre-sales engineers for details.

Automated Storage Tiering for NAS Volumes

StoneFly customers can use high performance and capacity storage drives to define performance and capacity tiers. SCVM enables users to define automated tiering policies which transfer data from performance tiers to capacity tiers based on usage frequency and date of creation.

Automated storage tiering* enables users to simplify data management, effectively use storage tiers, and make the most of their performance capabilities.



*Requires optional SCVM NAS license. For more information, [contact StoneFly pre-sales engineers](#).



Cloud Connect to Azure blob, AWS S3, StoneFly Private Cloud & Other S3 Compatible Clouds

StoneFly SCVM enables users to connect the DR365V appliance to their desired public or private cloud for offsite data storage and archiving. The integrated cloud repository, once configured, functions in a similar way to a local storage drive; facilitating easier management and better control.

Similar to the SCVM deployed locally on DR365V, when SCVM is setup in the cloud, users get the same features for the cloud environment as they do with the local SCVM. This implies that WORM, air-gapped vaults, air-gapped fabric, immutable snapshots, and other SCVM features can also be used for integrated cloud storage repositories.

In addition to public clouds, SCVM also supports StoneFly's private cloud which gives users the added ability to setup real-time replication for mission-critical workloads. In the event of a disaster like a ransomware attack or hardware failure, customers using StoneFly private cloud can spin up replicated VMs directly in the cloud to recover data and restore operations quickly.

2.3 SCVM Resources

To learn more about SCVM, visit the StoneFly website: <https://stonefly.com/hyper-converged/scvm-virtual-storage-appliance>

To view SCVM demo videos or how-to videos, please refer to the **Technical Videos** section on the StoneFly website: <https://stonefly.com/resources/technical-videos>

StoneFly SCVM is also available as a standalone VM. To purchase SCVM licenses or to start a free trial go to: <https://stonefly.com/subscription>

For more details, please [contact StoneFly sales](#).

Chapter 3:

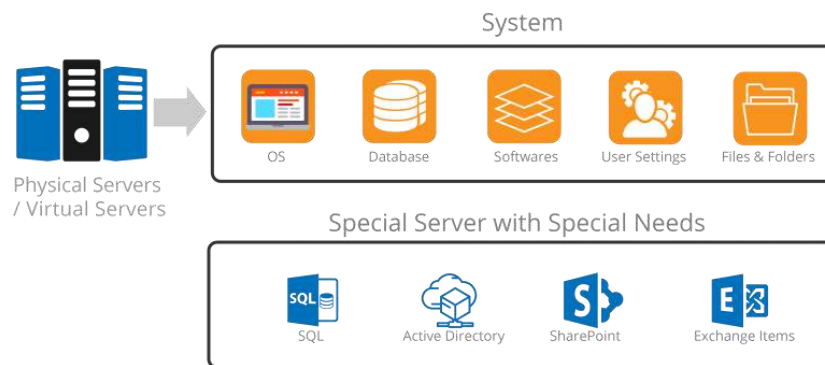
Purpose-Built Veeam-Ready Backup & DR Appliance

In this chapter, we'll describe our on-premises backup & DR solutions for Veeam (DR365V), the available models and the hardware specifications of different appliance series and models.

3.1 DR365V Veeam-Ready Backup & DR Appliances

The StoneFly DR365V appliance series is a purpose-built backup & DR solution for Veeam Availability Suite. Preconfigured with Veeam's enterprise-grade Backup & Replication software, the DR365V appliances deliver reduced RTPOs of less than 15 minutes.

What can DR365V Backup?



The DR365V backup and replication appliance enables users to back up physical Windows, Linux, IBM AIX and Oracle Solaris servers and workstations, Virtual Machines (VMs) running on Hyper-V, VMware, and Nutanix AHV hypervisors, NAS volumes (unstructured file-level data such as files, folders, images, videos, etc.), and SAN volumes (structured block-level data such as MySQL, NoSQL, PostgreSQL databases or SAP HANA application etc.).

DR365V also supports backups for Oracle databases, Microsoft Active Directory, Exchange, SharePoint, SQL Server, and Microsoft 365 (formerly Office 365).

Available DR365V Hardware Architectures

The DR365V appliance series is available in enterprise and value-tier appliance models. Following is a list of available DR365V enterprise and value-tier hardware architectures:

Enterprise Appliances:

- Integrated DR365V Appliances: D-Series, XS-Series, & XD-Series
 - ❖ Dual-Node Shared Nothing DR365V Appliances
 - ❖ Scale Out DR365V Appliances
- DR365V-HA™ Disaggregated HA Cluster Appliances: D-Series, XS-Series, & XD-Series

Enterprise-Grade Features of DR365V Appliances

Backup Software Features:

- Supports Veeam Availability Suite with Veeam Backup & Replication, and Veeam ONE (Veeam licenses sold/rented separately).
- Central monitoring, reporting & capacity planning of your Veeam backup infrastructure.
- Safely store all of your backups using the DR365V as a Veeam backup repository.
- Enjoy all of Veeam's built-in features including these and more:
 - 1-Click Restore self-service VM and file recovery.
 - Instant VM recovery restore entire VMs in minutes.
 - Direct Restore to Azure complete turnkey solution to leverage the public cloud.
 - Instant file-level recovery recover individual files effortlessly.
 - Veeam Explorer for Exchange, Active Directory, SharePoint, SQL, Oracle and more.
- Utilize Veeam's image-based VM replication with failover and failback.
- Spin up replica VMs directly on the DR365V for instant recovery.
- Support Veeam deduplication and compression to let you balance storage consumption with performance and backup proxy load. Swap exclusion reduces backup footprints.
- Seamlessly replicate to the cloud with Veeam Cloud Connect (cloud storage fees apply).
- Consolidate your datacenter - migrate existing physical servers into VMs on the DR365V.
- Back up and replicate VMs running on the DR365V (additional Veeam licenses required).
- Quickly spin up new VMs directly on the DR365V, at a DR365V mirror or remote DR365V.
- Utilize the DR365V appliance's integrated SAN storage for physical machines, for VMs running on the DR365V, and for other hyperconverged appliances on your network.
- Asynchronously replicate all of your VMs and storage to the Cloud or a StoneFly DR365V at a remote site for disaster recovery.
- Perform bare metal recovery of the primary appliance from a mirror or remote appliance.

StoneFly SCVM Virtual Storage Appliance Features:

All StoneFly DR365V appliances come preconfigured with our patented storage OS enabling our customers to leverage the enterprise-grade features of the virtual storage appliance.

Following is a brief list of standard and optional features of StoneFly SCVM:

StoneFly SCVM Standard Features:

- Logical Volume Creation and Patented Advanced Storage Virtualization Services
- 200 iSCSI Volumes Supported with 1022 Concurrent Host iSCSI Sessions
- iSCSI Port Teaming, Failover and Load-Balancing
- Volume-Level Access Control and Dynamic Volume Management
- Support for iSCSI, SNMP Traps, UPS, Nagios, RAID Monitoring, Call Home, VMware VAAI
- Real-Time Graphical Performance Monitoring with Tracking, Monitoring & Utilization Reporting
- Automated Online Volume / Storage Expansion
- Supports up to 200 iSCSI Hosts

StoneFly SCVM Advanced Features:

- StoneFly Snapshot Services with 2520 Delta-Based Snapshots per Subsystem
- Mountable Read-Write Snapshot Volumes
- Snapshot Schedule Utility, Command Line Interface Utility
- StoneFly Real-Time Synchronous Mirroring of iSCSI Volumes and Nodes (Campus Mirroring)
- Multi-Site/Multi-Appliance Replication and Unified Central Management System
- Tiered Storage Architecture with Hardware and Software Support
- Thin Provisioning with Space Reclamation
- Available Upgrade Options (Not Included Standard): Asynchronous Replication (One-to-Many & Many-to-One), Hardware-Enabled Volume Encryption, Fibre Channel SAN Target Bundle, NAS (Support for CIFS/SMB and NFS Protocols), Block-Level Data Deduplication, Flash Cache SSD Caching, VSS Support

Additional Features with Optional StoneFly NAS Volumes Upgrade:

- Support for NAS Volumes (CIFS/SMB & NFS Protocols) and Unlimited NAS Clients
- StoneFly Snapshot Services with 945 Delta-Based Snapshots per Subsystem of NAS Volumes Creating Read-Only Snapshot Volumes
- Scale Out NAS using a Single Name Space to Scale Capacity & Performance
- StoneFly Synchronous Replication of NAS Volumes (Failover Cluster Only)
- NAS Segment AES256 Data Encryption
- WORM (Write-Once, Read-Many) Compliant Policy-Based NAS Storage Support Protects Data from Deletion, Modification, Viruses & Ransomware
- Built-In Virus, Malware and Ransomware Detection and Removal for NAS Volumes
- NAS Tiering, Tiered Storage Architecture with Hardware and Software Support

For more information about StoneFly SCVM, please refer to [Chapter 2](#).

Built-in Cloud Connect

All DR365V appliances come preconfigured with SCVM. SCVM enables users to integrate public cloud storage repositories, such as Microsoft Azure, Amazon AWS, any other S3 compatible cloud, or StoneFly's private cloud with their existing backup infrastructure.

Set up data redundancy, data protection strategies such as the 3-2-1 rule, or simply expand the storage capacities of the DR365V appliances by leveraging this built-in feature.

Highly Scalable Backup Infrastructure

The DR365V appliances can store hundreds of terabytes of backup data when fully populated. The backup & DR appliances can also scale up (vertical scaling) by adding storage expansion units and scale out (horizontal scaling) by adding a virtually unlimited number of appliance nodes.

Unified Storage & Server for SAN or NAS Backend Storage

The DR365V appliance series is a hyperconverged unified storage and server capable of storing NAS volumes and SAN volumes as a back end storage. Users can also deploy their VMs directly on the DR365V appliances for a variety of use-cases.

To learn more about StoneFly DR365V solution, visit StoneFly website:

<https://stonefly.com/backup/dr365-for-veeam>

Hardware Specification - StoneFly DR365V Integrated Appliance Models: D-Series

	4-bay Gen 1	6-bay Gen 1	8-bay Gen 2	12-bay Gen 2	16-bay Gen 2	24-bay (3.5") Gen 2	36-bay Gen 2	24-bay (2.5") Gen 2
Hypervisor	Supports VMware vSphere, Microsoft Hyper-V, Citrix		Supports VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis					
Processor	8-Core Xeon Processor		4-Core Xeon Processor (Standard) / 8-Core Xeon Processor (Optional)					
System Memory	32GB (Standard) / Up to 128GB (Optional)		32GB (Standard) / Up to 256GB (Optional)					
NVMe SSD for OS	256GB (Standard) / Up to 3.8TB (Optional)							
RAID Controller	High-Performance 6Gb SATA Hardware RAID Controller		High Performance 12Gb SAS Hardware RAID Controller with RAID Cache Battery Backup					
Supported RAID Levels	RAID 0, 1, 5, 6, 10	RAID 0, 1, 5, 6, 10, 50	RAID 0, 1, 3, 5, 6, 10, 30, 50, 60					
Drive Bays	4 x 3.5"	6 x 3.5"	8 x 3.5"	12 x 3.5"	16 x 3.5"	24 x 3.5"	36 x 3.5"	24 x 2.5"
Supported Storage Drives	6Gb SATA: 7.2k, SSD		12Gb SAS: 7.2k, SSD					12Gb SAS: SSD
Expansion	No External Expansion			Supports up to 256 Total Drives via EBODs (4PB)				
Network Ports	Dual Bonded 10Gb RJ-45 Ports		Dual Bonded 10Gb RJ-45, Dual 10Gb SFP+ and Triple 1Gb RJ-45 Ports					
Available Slots for Additional Network Ports	No additional slots		Up to 1 PCI-E Slots Can Be Used For Optional Network Card or FC SAN Target Upgrades Optional Support for 1Gb RJ-45, 10Gb RJ-45, SFP+, CX4, SR Optical, LR Optical, 40Gb QSFP+					
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN							
Power Supplies	80-PLUS Bronze PS	High Efficiency PS	Redundant 80-PLUS Titanium Hot-Swappable PS	Redundant 80-PLUS Platinum Hot-Swappable PS	Redundant 80-PLUS Titanium Hot-Swappable PS			Redundant 80-PLUS Platinum Hot-Swappable PS
Power Output/Input	250W (100-240Vac)	500W (100-240Vac)	800W (100-127Vac) / 1000W (200-240Vac)	920W (100-240Vac)	1000W (100 – 127Vac) / 1200W (200 – 240Vac)			920W (100-240Vac)
Form Factor	Mini-Tower	2U Rackmount			3U Rackmount	4U Rackmount		2U Rackmount
Dimensions (H x W x D)	9.5" x 8.3" x 11"	3.5" x 16.9" x 26"	3.5" x 17.2" x 25.5"	3.5" x 17.2" x 25.5"	5.2" x 17.2" x 25.5"	7" x 17.2" x 26"	7" x 17.2" x 27.5"	3.5" x 17.2" x 24.8"

Hardware Specification - StoneFly DR365V Integrated Appliance Models: XS-Series

	8-bay	12-bay	16-bay	24-bay (3.5")	36-bay	24-bay (2.5")
Hypervisor	Supports VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis					
Processor	10-Core Xeon Processor (Standard) / 12, 16, 18, 20, 24 or 28-Core Xeon Processor (Optional)					
System Memory	32GB (Standard) / Up to 1TB (Optional)					
NVMe SSD for OS	256GB (Standard) / Up to 3.8TB (Optional)					
RAID Controller	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Battery Backup Supports RAID Levels 0, 1, 3, 5, 6, 10, 30, 50 and 60					
Drive Bays	8 x 3.5"	12 x 3.5"	16 x 3.5"	24 x 3.5"	36 x 3.5"	24 x 2.5"
Supported Storage Drives	12Gb SAS drives: 7.2k, SSD					12Gb SAS drives: SSD
Expansion	No Ext. Expansion	Supports up to 256 Total Drives via EBODs (4PB)				
Network Ports	Dual Bonded 10Gb RJ-45 Ethernet Connections (Backwards Compatible with 1Gb)					
Available Slots for Additional Network Ports	Up to 2 PCI-E Slots Can Be Used For Optional Network Card or FC SAN Target Upgrades Optional Support for 1Gb RJ-45, 10Gb RJ-45, SFP+, CX4, SR Optical, LR Optical, 40Gb QSFP+					
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN					
Power Supplies	Redundant 80-PLUS Titanium Hot-Swappable PS	Redundant 80-PLUS Platinum Hot-Swappable PS	Redundant 80-PLUS Titanium Hot-Swappable PS			Redundant 80-PLUS Platinum Hot-Swappable PS
Power Output/Input	800W (100-127Vac) / 1000W (200-240Vac)	920W (100-240Vac)	1000W (100 – 127Vac) / 1200W (200 – 240Vac)			920W (100-240Vac)
Form Factor	2U Rackmount	2U Rackmount	3U Rackmount	4U Rackmount	4U Rackmount	2U Rackmount
Dimensions (H x W x D)	3.5" x 17.2" x 25.5"	3.5" x 17.2" x 25.5"	5.2" x 17.2" x 25.5"	7" x 17.2" x 26"	7" x 17.2" x 27.5"	3.5" x 17.2" x 24.8"

Hardware Specification - StoneFly DR365V Integrated Appliance Models: XD-Series

	8-bay	12-bay	16-bay	24-bay (3.5")	36-bay	24-bay (2.5")
Hypervisor	Supports VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis					
Processors	Dual 10-Core Xeon Processors (Standard) / Dual 12, 16, 18, 20, 24 or 28-Core Xeon Processors (Optional)					
System Memory	64GB (Standard) / Up to 2TB (Optional)					
NVMe SSD for OS	256GB (Standard) / Up to 3.8TB (Optional)					
Fast Storage	256GB up to 3.8TB PCI-E Based NVMe SSD for Fast Data Storage (Optional)					
RAID Controller	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Battery Backup Supports RAID Levels 0, 1, 3, 5, 6, 10, 30, 50 and 60					
Drive Bays	8 x 3.5"	12 x 3.5"	16 x 3.5"	24 x 3.5"	36 x 3.5"	24 x 2.5"
Supported Storage Drives	12Gb SAS drives: 7.2k, SSD					12Gb SAS drives: SSD
Expansion	No Ext. Expansion	Supports up to 256 Total Drives via EBODs (4PB)				
Network Ports	Dual Bonded 10Gb RJ-45 Ethernet Connections (Backwards Compatible with 1Gb)					
Available Slots for Additional Network Ports	Up to 4 PCI-E Slots Can Be Used For Optional Network Card(s) or FC SAN Target Upgrades Optional Support for 1Gb RJ-45, 10Gb RJ-45, SFP+, CX4, SR Optical, LR Optical, 40Gb QSFP+					
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN					
Power Supplies	Redundant 80-PLUS Titanium Hot-Swappable PS	Redundant 80-PLUS Platinum Hot-Swappable PS	Redundant 80-PLUS Titanium Hot-Swappable PS			Redundant 80-PLUS Platinum Hot-Swappable PS
Power Output/Input	800W (100-127Vac) / 1000W (200-240Vac)	920W (100-240Vac)	1000W (100 – 127Vac) / 1200W (200 – 240Vac)			920W (100-240Vac)
Form Factor	2U Rackmount	2U Rackmount	3U Rackmount	4U Rackmount	4U Rackmount	2U Rackmount
Dimensions (H x W x D)	3.5" x 17.2" x 25.5"	3.5" x 17.2" x 25.5"	5.2" x 17.2" x 25.5"	7" x 17.2" x 26"	7" x 17.2" x 27.5"	3.5" x 17.2" x 24.8"

Note: Customers can choose to bring their Veeam licenses or purchase Veeam Availability Suite licenses from StoneFly.

Hardware Specifications of StoneFly Enterprise DR365V-HA Cluster Appliances

The StoneFly DR365V-HA is a disaggregated and modular HCI cluster backup & DR appliance series for Veeam. The DR365V-HA supports 12Gb SAS or 16Gb Fibre Channel-attached HA RAID arrays depending on the model purchased.

This section details the hardware specifications of the backup controllers and the HA RAID arrays (HA RAID storage expansion arrays) of the DR365V-HA appliances. For more information about StoneFly's disaggregated HA cluster hardware architectures, refer to section [1.1.4](#) in Chapter 1.

Hardware Specification - StoneFly DR365V-HA Backup Controller Appliance Models: D-Series

	Dual 2U Rackmounts with 12Gb SAS Storage Expansion Support
Hypervisor	Supports Cluster-Enabled High-Availability Hypervisor: VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis
Processor	4-Core Xeon Processor per Node (Standard) / 8-Core Xeon Processor per Node (Optional)
System Memory	32GB per Node (Standard) / Up to 256GB per Node (Optional)
NVMe SSD for OS	256GB NVMe SSD for OS per Node (Standard) / Up to 3.8TB SSD for OS per Node (Optional)
Expansion Array Connections	2 x 12Gb SAS Ports on Each Cluster Node for Connection to HA RAID Array(s)
Maximum Supported Storage Drives	Supports up to 1776 Drives with HA RAID/EBOD Expansion (888 Drive Maximum with Multipathing Upgrade Option)
Network Ports	Dual 10Gb RJ-45, Dual 10Gb SFP+ (Transceiver Modules Not Included), and Triple 1Gb RJ-45 Ethernet Connectivity on Each Node [Total of 14 Network Ports per Cluster for Data Access]
Available Slots for Additional Cards	Up to 1 PCI-E Slot per Node Can Be Used For Optional Network Card, FC SAN Target or HBA for HA Expansion Upgrades
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN per Node
Power Supply	600W (100-240Vac) 80-PLUS Platinum PS per Node
Form Factor	Two 2U Rackmounts
Dimensions (H x W x D)	3.5" x 17.2" x 25.5" per Node (7" Total Rack Height for Two-Node Cluster)

Note: For the hardware specifications of supported D-Series HA RAID arrays, please refer to the [DR365V-HA RAID Expansion Array Models](#) section.

Hardware Specification - StoneFly DR365V-HA Backup Controller Appliance Models: XS-Series

	Dual 1U Rackmounts with 12Gb SAS Storage Expansion Support	Dual 1U Rackmounts with 16Gb FC Storage Expansion Support	Dual 2U Rackmounts with 12Gb SAS Storage Expansion Support	Dual 2U Rackmounts with 16Gb FC Storage Expansion Support
Hypervisor	Supports Cluster-Enabled High-Availability Hypervisor: VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis			
Processor	10-Core Xeon Processor per Node (Standard) / 12, 16, 18, 20, 24 or 28-Core Xeon Processor per Node (Optional)			
System Memory	32GB per Node (Standard) / Up to 768GB per Node (Optional)		32GB per Node (Standard) / Up to 1TB per Node (Optional)	
NVMe SSD for OS	256GB NVMe SSD for OS per Node / Up to 3.8TB NVMe SSD for OS per Node (Optional)			
Expansion Array Connections	2 x 12Gb SAS Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 16Gb FC Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 12Gb SAS Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 16Gb FC Ports on Each Cluster Node for Connection to HA RAID Arrays
	Optional Upgrade to 4 x 12Gb SAS Ports on Each Node	Optional Upgrade to 4 x 16Gb FC Ports on Each Node	Optional Upgrade to 8 x 12Gb SAS Ports on Each Node	Optional Upgrade to 8 x 16Gb FC Ports on Each Node
Max. Supported Storage Drives*	Supports up to 1776 Drives with HA RAID/EBOD Expansion (888 Drive Maximum with Multipathing Upgrade Option)		Supports up to 3552 Drives with HA RAID/EBOD Expansion (1776 Drive Maximum with Multipathing Upgrade Option)	
Network Ports	Four Bonded 10Gb RJ-45 Ethernet Connections per Cluster (Backwards Compatible with 1Gb)			
Available Slots for Additional Cards	Up to 1 PCI-E Slot per Node Can Be Used For Optional Network Card, FC SAN Target or HBA for HA Expansion Upgrades		Up to 3 PCI-E Slots per Node Can Be Used For Optional Network Card, FC SAN Target and/or HBA for HA Expansion Upgrades	
Interface Options	Optional Support for 1Gb RJ-45, 10Gb RJ-45, SFP+, CX4, SR Optical, LR Optical, 40Gb QSFP+, 12Gb SAS, 16Gb FC			
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN per Node			
Power Supplies	500W (100-240Vac) Redundant 80-PLUS Platinum Hot-Swappable PS per Node		800W (100-127Vac) / 1000W (200-240Vac) Redundant 80-PLUS Titanium Hot-Swappable PS per Node	
Form Factor	Two 1U Rackmounts		Two 2U Rackmounts	
Dimensions (H x W x D)	1.7” x 17.2” x 25.6” per Node (3.5” Total Rack Height for Two-Node Cluster)		3.5” x 17.2” x 25.5” per Node (7” Total Rack Height for Two-Node Cluster)	

* Cluster Nodes with 16Gb FC Storage Expansion support a nearly unlimited number of drives with addition of FC switch(es).

Note: For the hardware specifications of supported XS-Series HA RAID arrays, please refer to the [DR365V-HA RAID Expansion Array Models](#) section.

Hardware Specification - StoneFly DR365V-HA Backup Controller Appliance Models: XD-Series

	Dual 1U Rackmounts with 12Gb SAS Storage Expansion Support	Dual 1U Rackmounts with 16Gb FC Storage Expansion Support	Dual 2U Rackmounts with 12Gb SAS Storage Expansion Support	Dual 2U Rackmounts with 16Gb FC Storage Expansion Support
Hypervisor	Supports Cluster-Enabled High-Availability Hypervisor: VMware vSphere, Microsoft Hyper-V, Citrix, KVM, StoneFly Persepolis			
Processors	Dual 10-Core Xeon Processors per Node (Standard) / Dual 12, 16, 18, 20, 24 or 28-Core Xeon Processors per Node (Optional)			
System Memory	64GB per Node (Standard) / Up to 3TB per Node (Optional)		64GB per Node (Standard) / Up to 2TB per Node (Optional)	
SSD for OS	240GB SSD for OS per Node (Standard) / Up to 3.8TB SSD for OS per Node (Optional)		256GB NVMe SSD for OS per Node / Up to 3.8TB NVMe SSD for OS per Node (Optional)	
Fast Storage	N/A		256GB up to 3.8TB PCI-E Based NVMe SSD for Fast Data Storage per Node (Optional)	
Expansion Array Connections	2 x 12Gb SAS Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 16Gb FC Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 12Gb SAS Ports on Each Cluster Node for Connection to HA RAID Arrays	2 x 16Gb FC Ports on Each Cluster Node for Connection to HA RAID Arrays
	Optional Upgrade to 4 x 12Gb SAS Ports on Each Node	Optional Upgrade to 4 x 16Gb FC Ports on Each Node	Optional Upgrade to 12 x 12Gb SAS Ports on Each Node	Optional Upgrade to 12 x 16Gb FC Ports on Each Node
Max. Supported Storage Drives*	Supports up to 1776 Drives with HA RAID/EBOD Expansion (888 Drive Maximum with Multipathing Upgrade Option)		Supports up to 5328 Drives with HA RAID/EBOD Expansion (2664 Drive Maximum with Multipathing Upgrade Option)	
Network Ports	Six Bonded 10Gb RJ-45 (Backwards Compatible with 1Gb) or Four Bonded 10Gb SFP+ Ethernet Connections per Cluster		Four Bonded 10Gb RJ-45 Ethernet Connections per Cluster (Backwards Compatible with 1Gb)	
Available Slots for Additional Cards	Up to 1 PCI-E Slot per Node Can Be Used For Optional Network Card, FC SAN Target or HBA for HA Expansion Upgrades		Up to 5 PCI-E Slots per Node Can Be Used For Optional Network Card, FC SAN Target and/or HBA for HA Expansion Upgrades	
Interface Options	Optional Support for 1Gb RJ-45, 10Gb RJ-45, SFP+, CX4, SR Optical, LR Optical, 40Gb QSFP+, 12Gb SAS, 16Gb FC			
Management	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) with KVM-Over-LAN per Node			
Power Supplies	750W (100-240Vac) Redundant 80-PLUS Platinum Hot-Swappable PS per Node		800W (100-127Vac) / 1000W (200-240Vac) Redundant 80-PLUS Titanium Hot-Swappable PS per Node	
Form Factor	Two 1U Rackmounts		Two 2U Rackmounts	
Dimensions (H x W x D)	1.7” x 17.2” x 29.7” per Node (3.5” Total Rack Height for Two-Node Cluster)		3.5” x 17.2” x 25.5” per Node (7” Total Rack Height for Two-Node Cluster)	

* Cluster Nodes with 16Gb FC Storage Expansion support a nearly unlimited number of drives with addition of FC switch(es).

Hardware Specification - StoneFly DR365V-HA High-Availability RAID Array Appliance Models

Note: The following HA RAID expansion arrays are supported by D-Series, XS-Series, and XD-Series DR365V-HA appliances.

	24 x 2.5" 2U HA RAID Array	12 x 3.5" 2U HA RAID Array	16 x 3.5" 3U HA RAID Array	24 x 3.5" 4U HA RAID Array
Host Interface	12Gb SAS or 16Gb FC (depending on DR365V-HA model selected)			
RAID	Built-in Dual Active-Active Hot-Swappable RAID Controllers with Transparent Failover/Failback			
Supported RAID Levels	0, 1, 0+1, 3, 5, 6, 10, 30, 50 and 60 and Global Spares with RAID Cache Backup Module on Each Controller			
Drive Bays	24 x 2.5"	12 x 3.5" (or 2.5")	16 x 3.5" (or 2.5")	24 x 3.5" (or 2.5")
Supported Storage Drives	12Gb SAS drives: SSD	12Gb SAS drives: 7.2k, SSD		
Expansion	Supports up to 444 Drives with HA EBOD Expansion	Supports up to 432 Drives with HA EBOD Expansion	Supports up to 436 Drives with HA EBOD Expansion	Supports up to 444 Drives with HA EBOD Expansion
Power Supplies	Redundant 80-PLUS® Certified Hot-Swappable Power Supplies			
Power Output/Input	460W (100-240Vac)			
Form Factor	2U Rackmount	2U Rackmount	3U Rackmount	4U Rackmount
Dimensions (H x W x D)*	3.5" x 17.7" x 19.7"	3.5" x 17.7" x 19.7"	5.2" x 17.7" x 19.7"	7" x 17.7" x 19.7"

* Excluding chassis ears and protrusions.

Please refer to chapter 1 for more details about supported storage drives ([1.2](#)), raw storage capacities ([1.2.1](#)), network port upgrades ([1.3](#)), processor upgrades ([1.4.1](#)), system memory upgrades ([1.4.2](#)), and SSD for OS upgrades ([1.4.3](#)).

Note: Customers can choose their Veeam license or purchase Veeam Availability Suite licenses from StoneFly.

3.2 Integrated Appliance Expansion Units

StoneFly integrated appliance storage expansion units or EBODs (Expandable Bunch of Drives) are used to add more storage capacity to integrated backup & DR appliances. StoneFly integrated appliance expansion units are capable of supporting 12Gb 3.5" SAS drives and 2.5" SSD and SAS drives to increase storage capacities from a few terabytes to several petabytes.

All StoneFly D-Series, XS-Series and XD-Series integrated backup & DR appliances with 12 or more internal drive bays can support up to 256 drives (including internal bays) by utilizing the following EBODs:

	24 x 2.5" 2U Expansion Unit	12 x 3.5" 2U Expansion Unit	16 x 3.5" 3U Expansion Unit	24 x 3.5" 4U Expansion Unit	44 x 3.5" 4U Expansion Unit	60 x 3.5" 4U Expansion Unit
Host Interface & Cascading Ports	12Gbps SAS Host Port and 12Gbps SAS Port for Cascading Expansion					
Drive Bays	24 x 2.5"	12 x 3.5"	16 x 3.5"	24 x 3.5"	44 x 3.5"	60 x 3.5"
Supported Storage Drives	12Gb SAS drives: SSD	12Gb SAS drives: 7.2k, SSD				
Power Supplies	Redundant 80-PLUS Platinum Hot-Swappable PS		Redundant 80-PLUS Titanium Hot-Swappable PS		Redundant 80-PLUS Platinum Hot-Swappable PS	
Power Output/Input	920W (100-240Vac)		1000W (100 – 127Vac) / 1200W (200 – 240Vac)		1000W (100-140Vac) / 1280W (180-240Vac)	1000W (100-127Vac) / 1600W (200-240Vac)
Form Factor	2U Rackmount		3U Rackmount	4U Rackmount		
Dimensions (H x W x D)	3.5" x 17.2" x 24.8"	3.5" x 17.2" x 25.5"	5.2" x 17.2" x 25.5"	7" x 17.2" x 26"	7" x 17.2" x 27.5"	7" x 17.2" x 30.2"

For more information about maximum supported storage capacities of StoneFly integrated appliances, [contact StoneFly pre-sales engineers](#).

3.3 HA Cluster Appliance Expansion Units

Similar in function to the integrated appliance expansion units, the HA expansion units are used to add storage capacity to disaggregated cluster appliances. StoneFly HA cluster appliance expansion units are capable of supporting 12Gb SAS SSD and hard disk drives to increase storage capacities from a few terabytes to several petabytes. All StoneFly enterprise HA cluster appliances are compatible with the storage expansion units described in this section.

	24 x 2.5” 2U HA Expansion Unit	12 x 3.5” 2U HA Expansion Unit	16 x 3.5” 3U HA Expansion Unit	60 x 3.5” 4U HA Expansion Unit (Single-Drawer)	60 x 3.5” 4U HA Expansion Unit (Three-Drawer)
Host Interface & Cascading Ports	12Gbps SAS Host Port and 12Gbps SAS Port for Cascading Expansion on Each Controller				
Drive Bays	24 x 2.5”	12 x 3.5” (or 2.5”)	16 x 3.5” (or 2.5”)	60 x 3.5”	60 x 3.5”
Supported Drives	12Gb SAS drives: SSD	12Gb SAS drives: 7.2k, SSD			
Controllers	Dual Redundant EBOD Expander Controllers for Dual RAID Controller Configurations				
Power Supplies	Redundant 80-PLUS Certified Hot-Swappable Power Supplies				
Power Output/Input	530W (100-240Vac)	460W (100-240Vac)	530W (100-240Vac)	1200W (100-240Vac)	1600W (100-240Vac)
Form Factor	2U Rackmount	2U Rackmount	3U Rackmount	4U Rackmount	4U Rackmount
Dimensions (H x W x D)*	3.5” x 17.7” x 19.7”	3.5” x 17.7” x 19.7”	5.2” x 17.7” x 19.7”	7” x 17.7” x 33.1”	7” x 17.7” x 34.8”

* Excluding chassis ears and protrusions.

For more information about maximum supported storage capacities of StoneFly integrated appliances, [contact StoneFly pre-sales engineers](#).

Chapter 4:

Contacting StoneFly

We'd love to hear from you about your projects and your Backup & Disaster Recovery needs. You can contact us via email, call us, or schedule a demo directly on the StoneFly website.

Corporate Office - USA

Address: 26250 Eden Landing Rd, Hayward, CA 94545 USA.

Phone: +1.510.265.1616

Email: sales@stonefly.com (sales) or support@stonefly.com (technical support)

Website: www.stonefly.com | www.iscsi.com

Branch Office - USA

Address: 6540 Lusk Blvd., Suite C214, San Diego, CA 92121 USA.

Phone: +1.510.265.1616

Email: sales@stonefly.com (sales) or support@stonefly.com (technical support)

Branch Office – South Asia

Address: First Floor, Plaza No 59, Chaklala Scheme III, Rawalpindi, Pakistan.

Phone: +92 51 8446880-1

Email: sales@stonefly.com (sales) or support@stonefly.com (technical support)

Branch Office – United Kingdom (UK)

Address: Rex House, 4-12 Regent St., St. James, London, UK.

Phone: +44 20 80893379

Email: sales_uk@stonefly.com (sales) or support@stonefly.com (technical support)

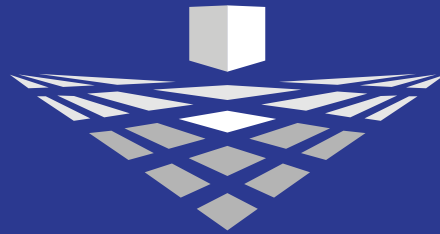
Branch Office – Korea**StoneFly Korea, Inc.**

Address: #706, 31, Ttukseom-ro 1-gil, Seongdong-gu, Seoul, Korea

Phone: +82 2 6965 7337

Email: sales@stonefly.co.kr (sales) or support@stonefly.com (technical support)

Website: www.stonefly.co.kr



STONEFLY

The Original Innovator of the iSCSI Protocol



+1 (510) 265-1616



www.stonefly.com



sales@stonefly.com

How StoneFly Solutions Ensure

Ransomware Protection

For your mission-critical workloads

Most enterprise systems are built to deliver the bare minimum, forcing customers to invest more in third party data protection services for mission-critical workloads. However, StoneFly solutions come preconfigured with enterprise data protection features delivering high availability, business continuity, and advanced ransomware protection without any extra costs.

With StoneFly solutions, users can run and store enterprise-scale workloads, scale out seamlessly, and brush off cyber-threats like ransomware effortlessly.

Data Protection Features

Included in StoneFly HCI & backup & DR solutions

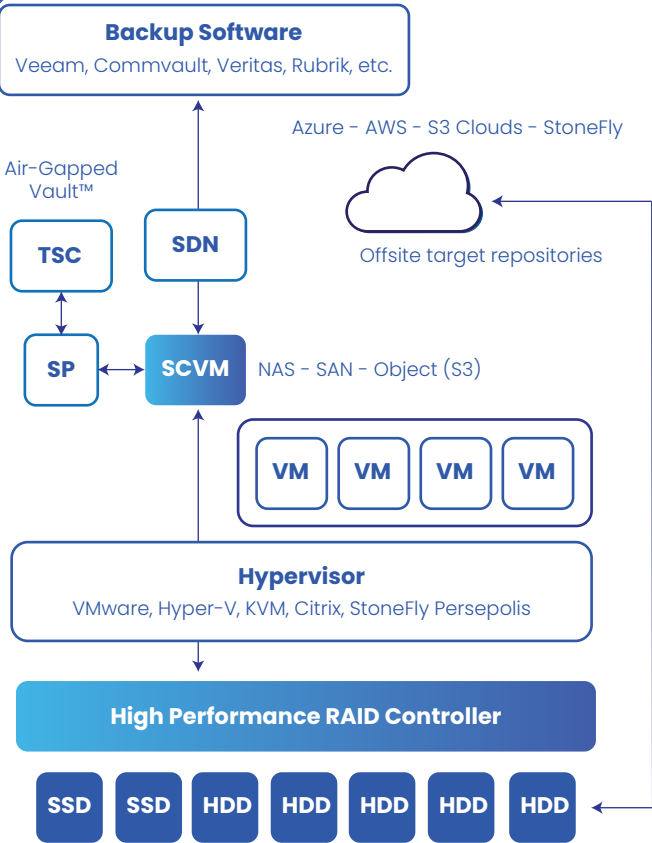
All StoneFly hyperconverged infrastructure (HCI) and backup and disaster recovery (DR) appliances come preconfigured with the following enterprise data protection features:

- Air-Gapped Vault™ & Air-Gapped Fabric™
 - Backup Vault
 - Immutable Delta-Based Snapshots
 - Write-Once Read-Many (WORM) Repositories
 - Threat Scan & Detection for Dormant Malware
 - Anti-Virus & Anti-Ransomware for NAS Volumes
 - S3 Object lockdown
 - Advanced AES 256-bit Encryption

All data protection features are delivered using StoneFly's patented 8th gen storage OS (SCVM) which is pre-installed in all StoneFly appliances.



Air-Gapped Vault™ & Air-Gapped Fabric™



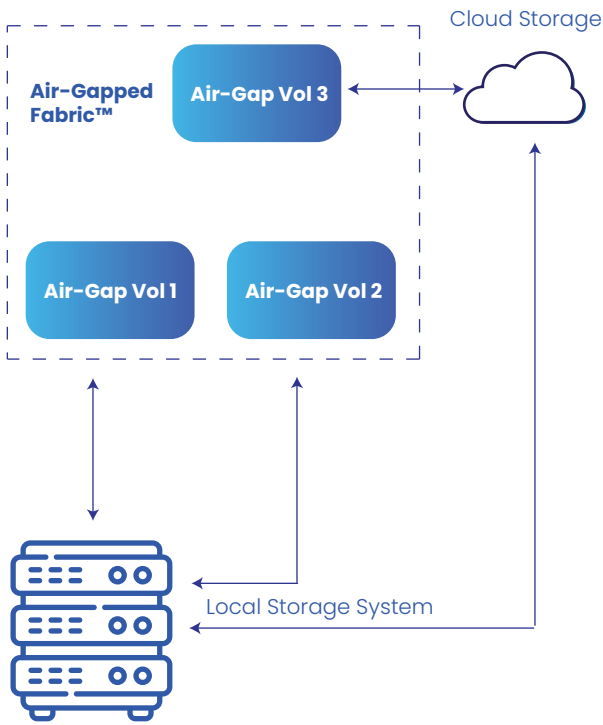
StoneFly SCVM enables users to provision detachable air-gapped vault volumes, on an isolated network. These highly secure target repositories run independently from the production network and can be turned “on” and “off” as per user defined policies.

In the event of data corruption or malicious encryption via ransomware, the Air-Gapped Vault ensures that users have another copy on a secure network available to recover data and restore operations effortlessly.

With StoneFly SCVM, users can choose to deploy air-gapped vault(s) locally, on an offsite storage, or in the cloud of their choice.

Air-Gapped Fabric unifies data management for air-gapped vaults and integrated data services deployed across multiple platforms.

The goal of air-gapped fabric is to provide seamless accessibility and control over air-gapped vaults - whether they’re deployed locally, in the cloud, or in a hybrid setup; simplifying data management and ensuring advanced data protection with minimum time and resource investments.



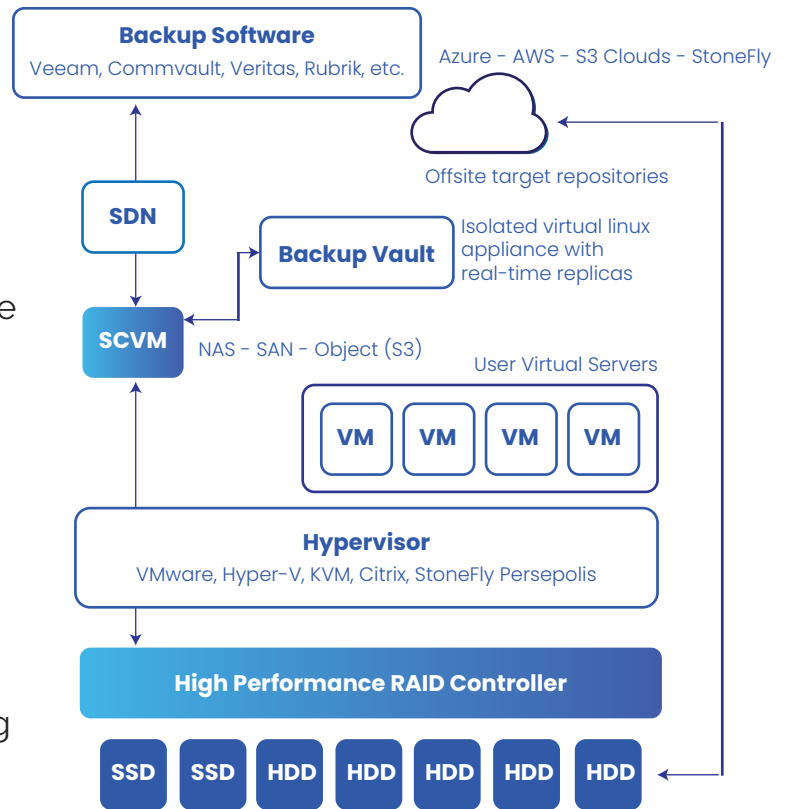
Backup Vault

With StoneFly SCVM, users can deploy an isolated virtual Linux appliance on a secure network independent of the production environment. When turned "on" the backup vault replicates and stores all preconfigured critical volumes.

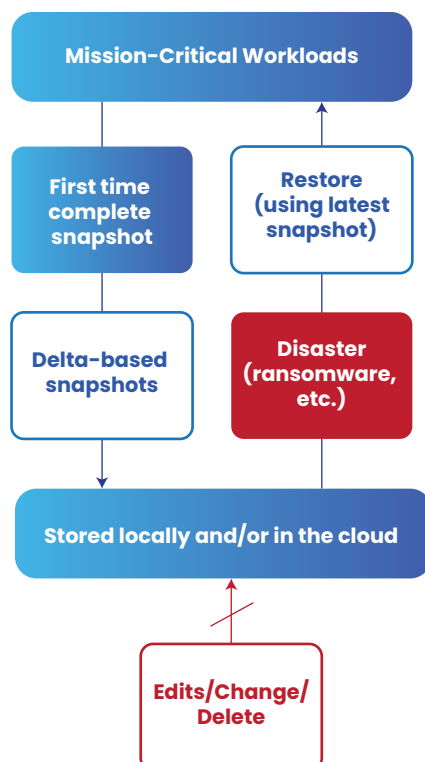
In the event of a disaster, users can spin up or turn "on" the backup vault to retrieve replicas and restore critical operations within minutes.

Similar to the air-gapped vault, the backup vault is detachable and can be turned "off" as per user defined policies.

By using the backup vault, users can effectively reduce Recovery Time and Point Objectives (RTPOs) while complying with industry regulations - all within their budgets.



Immutable Delta-Based Snapshots



By using the immutable snapshots feature of StoneFly SCVM, users can secure mission-critical volumes from ransomware and other disasters like production hardware failure, human error, etc.

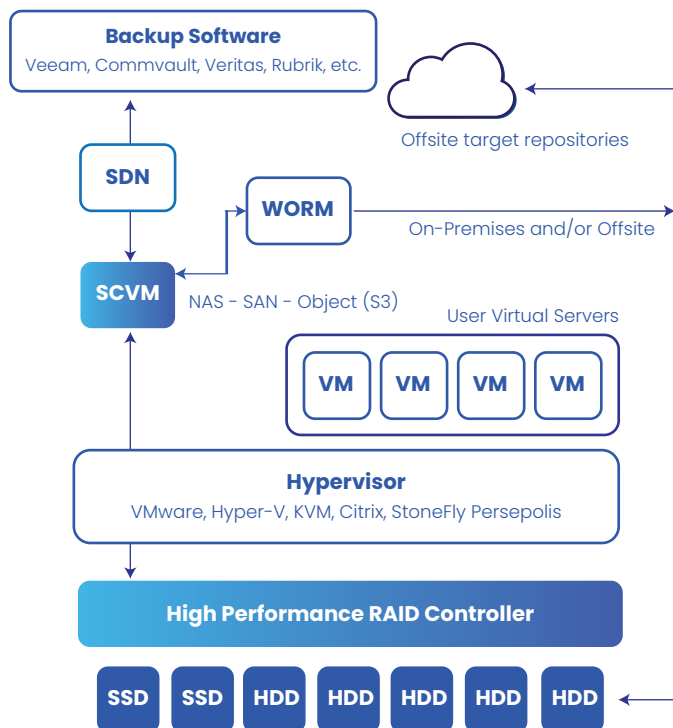
SCVM takes change-based snapshots to save up on storage consumption and speed up the process.

In the event of a disaster, users can restore data by using the latest snapshot.

As the snapshots are immutable, ransomware cannot edit, delete, or encrypt them - making them a reliable means of ransomware protection and data recovery.

Write-Once Read-Many (WORM) Repositories

Azure – AWS – S3 Clouds – StoneFly



In order to comply with industry regulations such as HIPAA, HITRUST, FedRAMP, and CJIS, data owners need to store critical data in secure volumes that limit access to approved usergroups. With StoneFly SCVM WORM feature, users can do just that.

WORM repositories, as the name suggests, are target storage volumes that enable reads but limit writes, edits, and deletion based on user-defined policies.

SCVM enables users to provision WORM locally on StoneFly appliances, in the cloud of their choosing, or in both (hybrid storage).

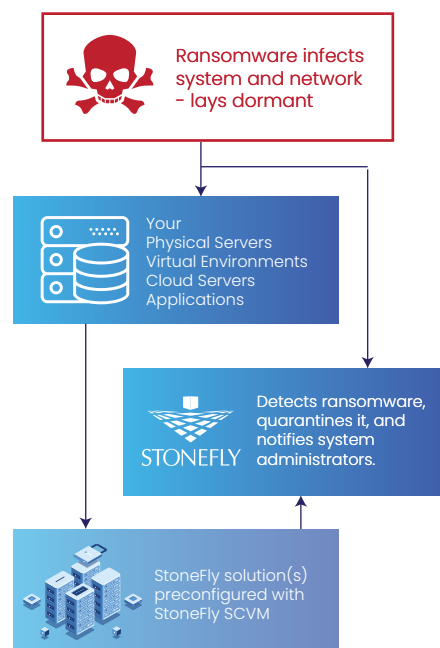
Data stored in these volumes is safe from ransomware attacks as it cannot be edited and therefore cannot be maliciously encrypted.

Threat Scan for Dormant Malware

Advanced ransomware threads are programmed to stay dormant, learn user behavior, and then “attack” when it has enough information. With information about target repositories and backups, such ransomware tend to be more devastating. However, StoneFly equips you with the means to detect and remove such dormant ransomware with ease.

Users can schedule regular threat scans which use advanced AI to detect any dormant malware threads. In the event of detection, the malicious software is quarantined and system administrators are notified.

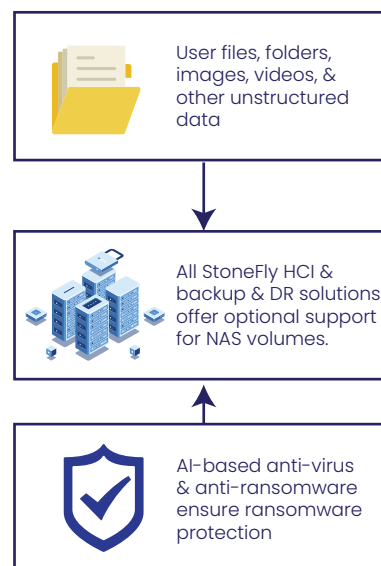
Users can choose to schedule threat scans daily, weekly, or monthly.



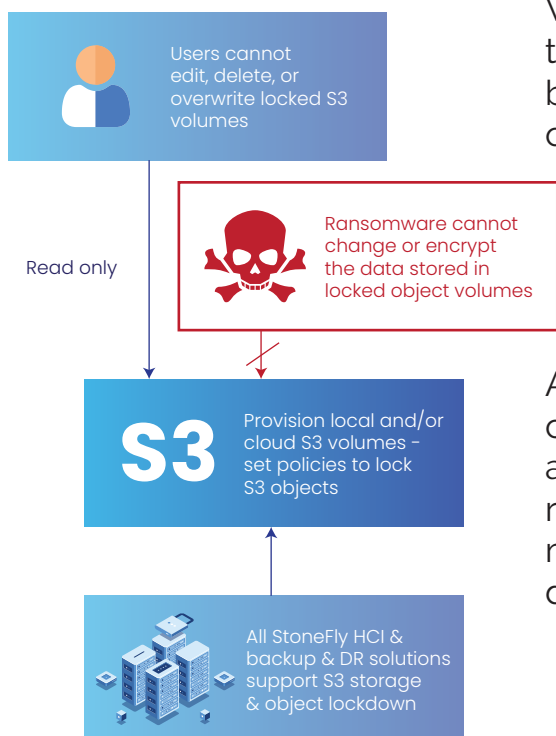
Anti-Virus & Anti-Ransomware for NAS Volumes

Protect your files, folders, and other unstructured workloads stored on StoneFly appliances with built-in anti-virus and anti-ransomware.

The anti-virus and anti-ransomware in StoneFly appliances is regularly updated with information about latest virus and ransomware threads making it capable of detecting and neutralizing advanced threads before they “attack”.



S3 Object Lockdown



With StoneFly SCVM, users can provision S3 object target repositories and “lock” them so that they cannot be edited, deleted, or overwritten for a specified period of time.

Similar to the WORM model, S3 object lockdown especially helpful for organizations looking for compliance.

Additionally, as S3 objects, when locked, cannot be changed - they also provide a line of defense against threats like ransomware, human error, malicious deletion, and other disasters.

Advanced AES 256-bit Encryption

All StoneFly appliances offer military-grade AES 256-bit encryption capabilities. By using StoneFly solutions, enterprise customers can rest assured that their mission-critical workloads are safe from unauthorized access and from cyber-threats such as ransomware, etc.

Get Solutions You Can Rely On

Contact us to schedule a demo or to learn more about our HCI and backup & DR solutions:

Email: sales@stonefly.com
Phone: +1 (510) 265-1616

About StoneFly, Inc.

StoneFly Inc., headquartered in California, was founded to deliver upon the vision of simple and affordable storage optimization and disaster recovery protection through IP SAN solutions. StoneFly is a leading manufacturer of high-performance network-attached storage (NAS), storage area networks (SAN) – iSCSI systems, hyperconverged systems, and RAID systems.

StoneFly's range of enterprise products also includes cloud storage solutions, cloud storage gateway solutions, and data migration services for enterprise workloads.



BANKING / FINANCIAL INSURANCE

- ★ 1st Global, Inc.
- ★ CampbellWilson LLP
- ★ Centauri Insurance
- ★ Cincinnati Equitable Insurance Co.
- ★ Eagle Bank
- ★ EFP Rotenberg CPA
- ★ Everett Cash Mutual Insurance Co.
- ★ Gateway Mortgage Group
- ★ Katz, Abosch, Windesheim, Gershman Freedman, P.A.
- ★ LifeCare Assurance
- ★ Local Government Federal Credit Union
- ★ Medico Insurance Company
- ★ MidWest America Federal Credit Union
- ★ Northpointe Capital, LLC
- ★ OwnerGuard Insurance and Financial Services
- ★ Quintessential Credit Union
- ★ Safeco Financial Institution Solution
- ★ SCE Federal Credit Union
- ★ SouthCoast Community Bank
- ★ Southern Bank
- ★ Southern Insurance Underwriters
- ★ Sterling Bank
- ★ Truog-Ryding Company Inc.
- ★ Wells Fargo Bank

Safeco Insurance

WELLS FARGO

BIOMEDICAL / HEALTHCARE

- ★ Affiliated Professional Services Inc.
- ★ Battle Mountain General Hospital
- ★ Cardio Stream
- ★ Centennial Hills Hospital
- ★ Corizon Health
- ★ Corona Regional Medical Center
- ★ Cross Trails Medical Center
- ★ Desert Springs Hospital
- ★ ExitCare, LLC
- ★ Kool Smiles
- ★ Kremmling Memorial Hospital
- ★ MedExpert International, Inc.
- ★ Medical Doctors Associates
- ★ Medstar EMS
- ★ North County Health Services
- ★ Orange Coast Memorial Medical Center
- ★ Pratt Medical Center
- ★ Primary Provider Management Company, Inc.
- ★ Quest Pharmaceutical
- ★ Rancho Springs Medical Center
- ★ Saddleback Memorial Medical Center
- ★ Select Data Inc.
- ★ United Health Services
- ★ Valley Hospital
- ★ Visiting Nurse Association
- ★ Washington Orthopaedic Center



cardiostream

PROFESSIONAL SERVICES

- ★ Adaptasoft
- ★ Advanced Records Managements, Inc.
- ★ The A.R.C. Group
- ★ AZTEC Engineering
- ★ Benchmark Systems
- ★ CAL-Western Reconveyance Corporation
- ★ Carney Badley Spellman, P.S.
- ★ C.P.U., Inc.
- ★ Denton Central Appraisal District
- ★ Ecom PPO Advisors, Inc.
- ★ enSYNC Corporation
- ★ Execupay, Inc.
- ★ Gresham Smith and Partners
- ★ Legal Discovery LLC
- ★ MACO Management Co., Inc.
- ★ Merchants Association of Florida, Inc.
- ★ Reece & Nichols
- ★ Rothwell, Figg, Ernst & Manbeck
- ★ Source Corporation
- ★ Status Systems Corp.
- ★ U.S. Inspect LLC
- ★ Winget, Spadafora & Schwartzberg, LLP



Adaptasoft

execupay

CONSTRUCTION

- ★ Ace Asphalt of Arizona, Inc.
- ★ Brannan Sand and Gravel Company
- ★ Ecker Enterprises, Inc.
- ★ Hurks Van der Linden
- ★ Southland Industries

Southland



LOGISTICS / TRANSPORTATION

- ★ Antelope Valley Transit Authority
- ★ De Rooy Logistics
- ★ Heuschen En Schrouff Foods Group BV



HEUSCHEN & SCHROUFF
ORIENTAL FOOD

NON-PROFIT ORGANIZATIONS

- ★ Catholic Charities
- ★ Fort Worth Zoological Association
- ★ Life Outreach International
- ★ NRCCUA - National Research Center
- ★ Tri-County Electric Cooperative, Inc.
- ★ United Food and Commercial Workers Union
- ★ United Way of Greater Houston
- ★ World Wildlife Fund Canada

encoura

fort worth zoo

LODGING / ENTERTAINMENT

- ★ Barona Valley Ranch and Casino
- ★ Big Rock Casino Bowl
- ★ Drury Hotels Company
- ★ Lucky Eagle Casino
- ★ Macias Group
- ★ Regal CineMedia Corporation
- ★ San Antonio Spurs
- ★ San Diego Padres
- ★ Valley View Casino
- ★ Wave House



UTILITIES / TELECOM

- ★ California Public Utilities Commission
- ★ Chariton Valley Telephone Corporation
- ★ Choice Communications
- ★ Desert Water Agency
- ★ World Telecom
- ★ Endeavor Communications
- ★ Fort Pierce Utility Authority
- ★ Pacific County Public Utility District
- ★ Saskatchewan Water Security Agency



Water Security Agency

FEDERAL GOVERNMENT

- ★ Department of Defense
- ★ Los Alamos National Laboratory
- ★ National Institute of Health
- ★ National Park Service
- ★ Navy Expeditionary Medical Support Cmd.
- ★ Sandia National Laboratory
- ★ United States Army Corps of Engineers
- ★ United States Army Research Laboratory
- ★ United States District Court
- ★ United States Navy



US Army Corps of Engineers

Sandia National Laboratories

Los Alamos
NATIONAL LABORATORY
EST. 1943

LOCAL / STATE GOVERNMENT

EDUCATION

MASS MEDIA / MARKETING

- ★ Arlington County Government
- ★ California Public Utilities Commission
- ★ Carbon County, Utah
- ★ City of Canton, Michigan
- ★ Chicago Metropolitan Agency for Planning
- ★ City of Coquitlam, British Columbia
- ★ City of Lake Stevens, Washington
- ★ City of Long Beach, California
- ★ City of Naperville, Illinois
- ★ City of Newport, Oregon
- ★ City of New Britain, Connecticut
- ★ City of North Las Vegas, Nevada
- ★ City of Piedmont, California
- ★ City of Springboro, Ohio
- ★ City of Wadsworth, Ohio
- ★ County of Brant, Ontario
- ★ County of San Joaquin, California
- ★ Iron County, Utah
- ★ DuPage County Health Department
- ★ Jackson County, Georgia
- ★ King George County, Virginia
- ★ Kansas Department of Revenue
- ★ Muscogee (Creek) Nation of Oklahoma
- ★ Orange County Public Works, California
- ★ St. Martin Parish, Louisiana



- ★ Amherst College
- ★ Carnegie-Mellon University
- ★ Central Oregon Community College
- ★ Columbia-Brazoria Independent School District
- ★ Contra Costa Community College
- ★ Dickinson State University
- ★ Dinuba Unified School District
- ★ Erskine College
- ★ Florida Gulf Coast University
- ★ Fredericksburg City Public Schools, Virginia
- ★ Indiana Wesleyan University
- ★ Illinois Institute of Technology
- ★ John Brown University
- ★ Lampasas Independent School District
- ★ Los Angeles Valley College
- ★ McFarland Unified School District
- ★ Minnesota State University, Mankato
- ★ North Harris Community College
- ★ Oceanside Unified School District
- ★ Penn State University
- ★ Plainview Public Schools
- ★ Spoon River College
- ★ Trinidad State Junior College
- ★ University of Alabama, Birmingham
- ★ University of Kentucky
- ★ Western Michigan University



- ★ The Access Group
- ★ BBC News
- ★ Benchmark Internet
- ★ Doner Advertising
- ★ DS Graphics
- ★ East View Publications
- ★ Grenada Broadcasting Network
- ★ GSP Marketing SVC, Inc.
- ★ Icon Media Direct
- ★ Integrated Document Technologies
- ★ OCB Reprographics
- ★ Omroep Brabant
- ★ Public Broadcasting Service (PBS)
- ★ Red Letter Communications
- ★ Sleepeck Printing
- ★ SUN Chemical Corporation
- ★ The Mars Agency
- ★ Tristar Fulfillment Services, Inc.



MANUFACTURING

HIGH-TECH

RETAIL / CONSUMER PRODUCTS

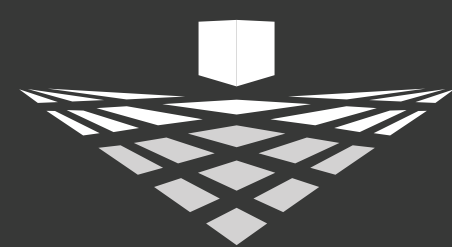
- ★ BORBET Alabama, Inc.
- ★ Car Sound Exhaust Systems
- ★ Eckert & Ziegler Isotope Products
- ★ Interactive Rides
- ★ Georgia Pacific
- ★ G-M Companies, Inc.
- ★ Lancaster Mold, Inc.
- ★ Mado Nederland B.V.
- ★ PlayPower / Miracle Recreation Equipment
- ★ Rapco Horizon Co.
- ★ RAGE Corporation
- ★ Royal Canin
- ★ Sun Products Corporation
- ★ Taipan Trading
- ★ Utah Paper Box



- ★ ABB Inc.
- ★ Advanced.I
- ★ FLYHT Aerospace Solutions Ltd.
- ★ Geomap Company
- ★ General Dynamics
- ★ IQ Cloud Mexico
- ★ Johnson Matthey
- ★ KnowledgeLake, Inc.
- ★ Kontron America
- ★ McDATA Corporation
- ★ The Members Group
- ★ QLogic Corporation
- ★ Runit Systems
- ★ Sargent Controls & Aerospace
- ★ Terremark Worldwide
- ★ Microsoft Corporation
- ★ Promise Technology, Inc.



- ★ Berks Packing Company, Inc.
- ★ Guitar Center, Inc.
- ★ Karen Foster Design, Inc.
- ★ Keurig Coffee
- ★ Nancy's Specialty Foods
- ★ Seneca Foods Corporation
- ★ Tandy Leather Factory



STONEFLY

Contact Us

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Email: Sales@StoneFly.com

Contact Us

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Hayward, CA 94545

Contact Us

6191 Cornerstone Court, #105

San Diego, CA 92121



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.A.

TITLE: Ordinance 2022-001: Engineering Code Updates - (Second Reading)

An Ordinance of the City Commission of the City of Parkland, Florida, amending the City of Parkland Land Development Code, by amending Article 75 "Community Appearance Board Standards"; Article 90 "Off-Street Parking and Loading"; Article 135 "Engineering Standards"; and Article 145 "Permits, Fees and Bonds" to modify stormwater management, drainage, and other land development related regulations; providing for codification, conflicts; severability, and an effective date.

SUBMITTED BY: Gayle Easterling, Jean Panebianco

ORIGIN OF REQUEST: Engineering

MEETING GROUP: Planning and Zoning Board

STAFF RECOMMENDATION

Staff recommends approval.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Goals & Actions by Strategy: Other

Maintain a safe community

BACKGROUND & PURPOSE

The Engineering Department wishes to update the regulatory requirements relating to stormwater management, drainage, utility equipment locations, stacking at entryways to gated communities and bonding.

Public Hearing

Planning and Zoning (January 13, 2022) - Board member Nathaniel Klitsberg motioned to approve. Chair Murray Zweig passed the gavel and seconded the motion. Motion passed unanimously (6-0).

City Commission (March 2, 2022) First Reading - Commissioner Mayersohn made a motion to approve with amendments to clarify the standard for "25-year rain event" in Section 135-530, and clarify that the utility box provisions in Section 75-170(H) apply to new residential development. Vice-Mayor Cutler seconded the motion. Motion passed unanimously (5-0).

FISCAL IMPACT

n/a

EXPIRATION OF CONTRACT

n/a

ATTACHMENTS

1. Ordinance 2022-001 Eng Code Update

ORDINANCE NO. 2022-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING THE CITY OF PARKLAND LAND DEVELOPMENT CODE, BY AMENDING ARTICLE 75 “COMMUNITY APPEARANCE BOARD AND STANDARDS”, ARTICLE 90, “OFF-STREET PARKING AND LOADING”; ARTICLE 135, “ENGINEERING STANDARDS”; AND ARTICLE 145 “PERMITS, FEES AND BONDS” TO MODIFY THE REGULATIONS REGARDING STORMWATER MANAGEMENT, DRAINAGE, UTILITY EQUIPMENT LOCATIONS, STACKING AT ENTRYWAYS TO GATED COMMUNITIES AND BONDING; PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Parkland, Florida (“City”) wishes to update the regulatory requirements in the City’s Land Development Code relating to stormwater management, drainage, utility equipment locations, stacking at entryways to gated communities and bonding; and

WHEREAS, the City Commission held a duly noticed public hearing on March 16, 2022, after considering the recommendation made by the Planning and Zoning Board at the Board’s duly noticed public hearing held on January 13, 2022; and

WHEREAS, the City Commission believes the amendments set forth in this Ordinance to improve stormwater management and drainage practices within the city is in the best interest of the citizens of Parkland.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

SECTION 2. Article 75 “Community Appearance Board and Standards,” Section 75-170 “Utilities, mechanical, and telecommunications equipment” of the City of Parkland Land Development Code is hereby amended to read as follows¹:

Sec. 75-170. - Utilities, mechanical, and telecommunications equipment.

All development shall:

- A. Install all permanent utility lines underground.
- B. Locate transformers away from major pedestrian routes and outdoor seating areas.

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

- C. Buffer all transformers, telecommunication devices, mechanical equipment, switching boxes and other utility cabinets from street and pedestrian areas with landscaping and/or architectural screens. Meters shall not be exposed where visible to the public.
- D. Utility locations shall not interfere with the viability of tree maturity or with stormwater treatment.
- E. Unless specifically required by FPL, all units shall be designed to assure that electric meters are not placed on front yard façades. If directed by FPL, meters mounted on front facades shall be completely screened, and said screening shall be depicted in detail on the plans. In all other instances, electric meters shall be mounted on side or rear facades.
- F. All nonresidential buildings and multi-family buildings shall cluster utility meters in readily accessible locations.
- G. For drainage purposes, a minimum separation of 18 inches between adjacent fences and all outdoor mechanical equipment (such as pool pumps, HVAC condensers, water treatment systems, and generators) and utility cabinets shall be maintained for all new residential construction.
- H. Valve boxes, water meters boxes, and all other utility related boxes for all new residential construction shall be installed on top of fill that drains and prevents water from standing in boxes for more than 24 hours.

SECTION 3. Article 90, “Off-street Parking and Loading,” Section 90-1020 “Stacking requirements” of the City of Parkland Land Development Code is hereby amended to read as follows:

Sec. 90-1020. - Stacking requirements.

* * * * *

- B. *Gated residential communities.* A suitable stacking distance between the adjacent right-of-way and the control access points within a gated residential community shall be determined in coordination with the engineering department at the time a traffic study is required.
 - 1. The minimum stacking distance for each lane shall be the greater of ~~two~~ three hundred ~~twenty~~ (220 300) feet, or one (1) linear foot per peak hour trip generated by the community, as defined by the latest edition of the ITE Manual. However, the city engineering department shall have the discretion to amend this requirement based upon consideration of the following elements: number of entrances; provision and length of dedicated right-turn lanes accessing the community; findings of a traffic study; and other design factors deemed relevant by the city engineer.

2. All gated residential entrances shall maintain a minimum of two (2) separate access lanes into the community. ~~These lanes shall be~~ with each lane being a minimum of twelve (12) feet in width. One (1) lane shall be dedicated for residents and one (1) lane shall be dedicated for guests. Either through design or signage, there shall be a clear demarcation of the dedicated resident lanes. At no point, shall these two (2) lanes merge ahead of the controlled access point.
3. Entrances and stacking areas shall be designed to allow residents to enter with minimal delays that are not impeded by the traffic flow or stacking of vehicles in the non-resident lane. The lane for non-residents shall accommodate a minimum of 13 vehicles to "stack" without impeding the traffic flow of residents to the controlled access point. A stacking area shall be designed to include a space twelve (12) feet wide by twenty-two (22) feet long for each vehicle.
- 3 4. A turn-around area shall be provided ahead of the guardhouse.
- 4 5. If applicable, a second turn-around area shall be provided between the guardhouse and community access gate.
- 5 6. A minimum of two (2) parking spaces shall be provided for all manned guardhouses. One (1) of these spaces shall be ADA compliant.
- 6 7. Any bike lanes that provide access to the entrance of a residential community shall be continued through the entrance and any gated access points at the entrance.

C. Gated non-residential properties. A suitable stacking distance between the adjacent right-of-way and the controlled access points within a gated non-residential property shall be determined in coordination with the city engineering department at the time a traffic study is provided. Adequate stacking distance shall be required for both inbound and outbound vehicles to facilitate the safe and efficient movement between the public right-of-way and the development. An inbound stacking area shall be provided that is of a sufficient size to ensure that vehicles will not obstruct the adjacent roadway, the sidewalk, or the circulation within the facility. An outbound stacking area shall be provided to eliminate backup and delay of vehicles within the development.

1. Inbound traffic stacking at entrances should be sufficient to allow guests to enter with minimal delays and shall have a minimum stacking distance of one hundred ten (110) feet (to accommodate a minimum of five (5) vehicles) to "stack" without impeding the traffic flow of the adjacent roadway, the sidewalk, and the circulation within the facility. The outbound stacking area shall be able to accommodate a minimum of two (2) cars and shall not block parking stalls, parking aisles or driveways of off-street parking facilities.
2. A stacking area shall be designed to include a space twelve (12) feet wide by twenty-two (22) feet long for each vehicle.

SECTION 4. Article 135 “Engineering Standards,” Section 135-530 “Drainage” of the City of Parkland Land Development Code is hereby amended to read as follows:

Sec. 135-530. – Drainage. Sustainable drainage systems aim to manage runoff flow rates, reduce the impact of urbanization on flooding, protect or enhance water quality, serve the needs of the community in environmentally friendly ways, provide habitat for wildlife in urban watercourses and, where appropriate, encourage natural groundwater recharger. For purposes of this section, drainage system means facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention, and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures. A stormwater drainage system can be as simple as a ditch that outlets to a lake, pond, or stream or as complex as a system comprising numerous intakes, manholes, and pipes along with ditches, stormwater retention or detention basins, and pump stations.

Standards.

1. All drainage work within rights-of-way and easements shall be designed and constructed in accordance with the City of Parkland Minimum Design and Construction Standards, as well as the applicable regulations of all agencies having jurisdiction. The agencies that may have jurisdiction include the South Florida Water Management District (SFWMD), Broward County Environmental Protection Department (EPD), the Florida Department of Transportation (FDOT), North Springs Improvement District (NSID), Pinetree Water Management Control District (PTWCD), Parkland Utilities and others, as appropriate. Notwithstanding any other regulations, discharges shall be limited to rainwater only. The city engineer may, at his or her discretion, authorize the use of French drains, exfiltration trench, dry and wet retention areas, and/or other industry standard BMPs to protect the welfare and health of the citizens of the City of Parkland.
2. Pervious material and water bodies shall occupy not less than sixty-five (65) percent of a developed lot or subdivision. If site constraints prevent attaining sixty-five (65) percent of perviousness, then the developer/owner may submit alternate designs. Said designs shall be reviewed and evaluated by the city engineer for implementation subject to compliance with standards listed in this chapter. The city engineer may, at his or her discretion, allow the fulfillment of drainage requirements by acquiring drainage credits with other government agencies, if available.
3. Design of drainage for a new development site with individual lots shall prevent the creation of areas of standing water for more than 24 hours anywhere on a house lot after a 25-year rain event (as defined by the National Oceanic and Atmospheric Administration’s National Weather Service) and for more than 48 hours after a rain event exceeding a 25-year event.

4. All run off from roofs (including gutters and downspouts) and discharges from condensate, reverse osmosis, or other waste drainage shall be captured by a positive drainage system and be directed away from each dwelling into the area wide storm water system, lake, pond, dry retention area or storm drain system.
 5. Except in areas zoned A-1, AE-1, or AE-2, gutters and downspouts shall be required for all new residential construction. This requirement may be waived by the city engineer after a determination that sufficient alternative drainage mechanisms have been provided.
 6. Drainage systems and components shall be designed in a manner that (i) prevents drainage water from running off the surface across sidewalks, and (ii) provides for drainage water to be captured by a positive drainage system and directed into the area wide storm water system, lake, pond, dry retention area or storm drain system
 7. Design shall account for seasonal and regional high ground water levels and prevent the saturation of the surface layers due to capillary rise in soil. Water shall not be allowed to pond, stand, or saturate soils between or around houses for more than 24 hours after a 25-year rain event (as defined by the National Oceanic and Atmospheric Administration of the National Weather Service) or 48 hours after a rain event exceeding the 25-year event.
 8. Design of roads, driveways and other pavement must eliminate hydrostatic pressure resulting from standing water or capillary rise from entering between layers of base, sub-base, asphalt lifts, or pavers.
 9. Pavers and asphalt or concrete driveways should be designed to allow water to drain from under pavement to eliminate saturated conditions, efflorescence, or staining, and directed to a positive drainage system.
 10. Water that drains through pervious pavement systems must percolate to ground water and/or be collected and directed to a positive drainage system or other approved collection point.
 11. Normal site and yard irrigation practices, as required by Section 95-1545 of this Code, shall be considered when calculating the potential for saturation of surface soil or standing water during the design process.
- A. ~~Materials. All drainage pipe installations under and parallel to the road in existing or proposed paved areas or crossing roadways shall be in accordance with Broward County.~~
1. Drainage pipes shall comply with Broward County standards. All drainage pipe installations under and parallel to the road in existing or proposed paved areas or crossing roadways shall comply with Broward County standards. Approved materials must also be on the FDOT, Broward County, and any other government agencies having jurisdiction approved list.

2. Reinforced concrete pipe shall comply with Broward County standards. Reinforced concrete pipe in areas to be paved shall comply with Broward County standards.
3. Corrugated metal pipe shall comply with Broward County standards. Corrugated metal pipe shall comply with Broward County standards. Minimum cover for PVC and other materials shall comply with Broward County standards.
4. ~~Drainage structures. Drainage structures which are the beginning of a drainage lateral shall have inside dimensions no less than three (3) feet by four (4) feet between opposing walls. All other drainage structures shall have inside dimensions of no less than four (4) feet between opposing walls. All structures shall meet the requirements of ASTM C 478. For structures connecting pipes less than eighteen (18) inches [in] diameter, walls shall be not less than six (6) inches thick. For structures connecting pipes greater than eighteen (18) inches [in] diameter, walls shall be not less than eight (8) inches thick. Top and bottom slabs shall be not less than eight (8) inches thick. Reinforcing steel shall be not less than two-tenths (0.2) square inches per foot. Specific structures' dimensions shall meet or exceed, City of Parkland, FDOT, Broward County and/or Environmental Protection Department standards.~~
5. No block manholes—Special approval required. No block manholes shall be allowed without special approval by the city engineer.
6. All filter fabric shall conform to Broward County standards. All filter fabric shall conform to Broward County standards and shall be used behind all rip-rap installations.
7. Frames and grates. Frames and grates shall be traffic bearing when required.
8. Imported fill/soil used in areas where drainage through percolation into the ground water is expected, shall be suitable for that purpose, and shall be certified with a geotechnical report submitted to the City Engineer at the time of inspection to have less than 10% fines and to meet the percolation rate required by the approved design. The preceding sentence applies to imported fill and soil in areas including, but not limited to, between individual lots, houses or structures, yards, sodded areas, swales, planters, parking landscaped areas surrounded by curbs and other areas as may be determined by City Engineer.
9. Unsuitable existing fill or soil in areas where geologic conditions prevent percolation to the Ground Water shall be removed and replaced with material that will percolate and has less than 10% fines. Alternatively, an engineered, positive drainage system (with design plans that are signed and sealed by the engineer of record) may be provided to direct water to an appropriate outfall or collection point.
10. Sidewalks and driveways shall be maintained to protect and prevent staining.

- C. *Drainage calculations.* Drainage calculations must be submitted to the city's engineer for review and approval prior to the issuance of any drainage related permits. All drainage calculations must ~~be submitted to the city engineer with~~ include design plans that are and signed and sealed by the engineer of record.
- D. *Conflict manholes.* Conflict manholes should be avoided. However, conflict manholes must have individual approval of the appropriate state or county reviewing agency before being permitted by the city engineer and must conform to the requirements of this chapter. This shall apply to field changes as well as design conditions.
- E. *Minimum grade.* A minimum grade of three-tenths (0.3) percent longitudinal slope is required for positive drainage. A minimum grade of five-tenths (0.5) percent longitudinal slope is required on grass/landscape areas.
- F. *Canal ~~R.O.W~~ right-of-way.* Canals dedicated to the public shall have a minimum right-of-way width of eighty (80) feet.
- G. *Lake width.* Lakes dedicated to the public shall have a minimum surface water width of one hundred fifty (150) feet.
- H. *Maximum slopes.* Canal and lake bank slopes shall be four to one (4:1) or less. Berms slopes shall be four to one (4:1) or less. Cross sections are provided and clearly show proposed slopes.
- I. *Drainage easements.* Drainage easements shall be a minimum twelve (12) feet in width and dedicated for public maintenance to NSID, ~~Coconut Creek~~ PTWCD, or the City of Parkland, as applicable.
- K. *Lake Maintenance Easements (L.M.E.).* A maintenance easement twenty (20) feet in width shall be provided adjacent to the entire boundary of the proposed lake or canal, to be dedicated for public maintenance to NSID, ~~or Coconut Creek~~ PTWCD, the Ceity of Parkland, or similar entities, as applicable.

SECTION 5. Article 145 “Permits, Fees and Bonds,” Section 145-150 “Performance Bonds” and Section 145-160 “Warranty Bond” of the City of Parkland Land Development Code is hereby amended to read as follows:

Sec. 145-150. - Performance bonds.

- A. *Bond required.* A performance bond shall be required for construction in private rights-of-way relating to the construction of roadways and infrastructure improvements. ~~A performance bond shall be posted and~~ for construction in public rights-of-way and easements relating to all improvements. The performance bond(s) shall cover the same independent obligations as the public construction bond specified in Section 255.05, Florida Statutes and all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings the city sustains because of default by the developer. All performance bonds are to be in a penal sum of at least equal to 125 percent of the

certified engineering estimate of the work shown in the approved plans (if approved plans are not available, then based on the scope of work approved by the city engineer) and based upon industry pricing or the most current Broward County Estimate Form. A performance bond shall be posted in the form of certified check, surety bond or letter of credit.

B. Bond types. A performance bond shall be posted in the form of certified check, surety bond or letter of credit. All bonds must be in a form acceptable to the city and the city attorney and issued by an approved domestic surety company with a AAA rating in the latest "Best's Insurance Guide with Key Ratings" or by listing in U.S. Treasury Department circular called "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,". The performance bond shall obligate the developer as principal, and the surety company as surety and shall be payable to the city as obligee. Bonds shall be irrevocable and shall indemnify the City of Parkland against costs of restoring or maintaining the public and private rights-of-way or easements due to, or arising from, failure of the permittee to complete the work properly, to pay fully for labor, material and/or equipment supplied for the project, or for a failure in the rights-of-way or easements related to the permitted installation, for a period of two (2) years after the permitted work is completed and approved by the city engineer. Bond form must be acceptable to the city and its city attorney. In the case of private rights-of-way, an agreement acceptable to the city commission may be substituted for a warranty bond. In addition, the city shall reserve the right to waive performance and warranty bonds for city projects.

C. Release of Bond.

1. After final acceptance of the completed facilities by the city and the satisfactory performance of developer obligations up to commencement of the warranty period, the city may release the required performance bond (and may release all other alternative financial assurances set forth in this section) upon receipt of a substitute guarantee, maintenance cash bond, or warranty bond. Release of the performance bond shall require review by the City Engineer and approval of the City Manager or his/her authorized designee.
2. The City Manager or the City Manager's authorized designee may consider and approve a partial release of any performance bond provided that:
 - a) at least 50% of the bonded improvements have been completed; and
 - b) a performance bond is maintained in a penal sum equal to 125 percent of the certified engineering estimate of the remaining work shown in the approved plans and based upon industry pricing or the most current Broward County Estimate Form; or
 - c) if approved plans are not available, a performance bond is maintained in a penal sum equal to 125 percent of the certified engineering estimate of the remaining work as determined by the city engineer and based upon industry pricing or the most current Broward County Estimate Form.

Partial release of the performance bond shall require review by the City Engineer and approval of the City Manager or his/her authorized designee.

3. Performance bonds may be released by the city when fee simple title to a property is transferred. The City may condition the release of the bond on the receipt of a new bond from the new owner that complies with Section 145-150 of the Land Development Code.

Sec. 145-160. - Warranty bond.

~~The warranty bond amount shall be for a period of two (2) years at a bond amount of twenty-five (25) percent of the cost of all related construction. A warranty bond covering work performed in public rights-of-way and easements shall commence upon final release of the performance bond. A warranty bond shall be provided and remain in effect until two (2) years after the city's engineer, qualified engineering consultant, or designee provides written approval of the final phase infrastructure improvements within a plat. A two-year warranty bond shall be posted for construction in private rights-of-way relating only to the construction of roadways and infrastructure improvements.~~

- A. *Bond required.* A warranty bond shall be required for construction in public rights-of-way and easements, together with all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings the city sustains because of default by the developer shall commence upon final release of the performance bond. A warranty bond covering work performed in private rights-of-way relating only to the construction of roadways and infrastructure improvements shall commence upon final release of the performance bond. The warranty bond shall be for a period of two (2) years at a bond amount of twenty-five (25) percent of the cost of all related construction. In the case of private rights-of-way, an alternate security acceptable to the city commission may be substituted for a warranty bond.
- B. *Bond types.* A warranty bond shall be posted in the form of certified check, surety bond or letter of credit. All bonds must be in a form acceptable to the city and the city attorney and issued by an approved domestic surety company with a AAA rating in the latest "Best's Insurance Guide with Key Ratings" or by listing in the U.S. Treasury Department circular called "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,". The warranty bond shall obligate the developer as principal, and the surety company as surety and shall be payable to the city as obligee. Bonds shall be irrevocable and shall indemnify the City of Parkland against costs of restoring or maintaining the public and private rights-of-way or easements due to, or arising from, failure of the permittee to complete the work properly, to pay fully for labor, material and/or equipment supplied for the project, or for a failure in the rights-of-way or easements related to the permitted installation. ~~for a period of two (2) years after the permitted work is completed and approved by the city engineer. Bond form must be acceptable to the city and its city attorney. In the case of private rights-of-way, an agreement acceptable to the city commission may be substituted for a~~

~~warranty bond. In addition, t~~The city shall reserve the right to waive warranty bonds for city projects.

C. Release of Bond.

1. After final acceptance of the completed facilities by the city and the satisfactory performance of developer obligations, the city may release the required warranty bond on request by the developer. Release of the warranty bond shall require review by the City Engineer and approval of the City Manager or his/her authorized designee.
2. Warranty bonds may be released by the city when fee simple title to a property is transferred. The City may condition the release of the bond on the receipt of a new bond from the new owner that complies with Section 145-160 of the Land Development Code.

SECTION 6. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Parkland, and that the sections of this Ordinance may be renumbered to accomplish such intent.

SECTION 7. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 8. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

SECTION 9. This Ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED 1ST READING ON THIS 2nd DAY OF MARCH, 2022.

PASSED 2ND READING ON THIS 16TH DAY OF MARCH, 2022.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER, MAYOR

ATTEST:

ALYSON MORALES, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

ANTHONY SOROKA, CITY ATTORNEY

Record of the vote:

Mayor Walker _____

Vice Mayor Cutler _____

Commissioner Brier _____

Commissioner Isrow _____

Commissioner Mayersohn _____



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.B.

TITLE: Ordinance 2022-004: Senior Exemption for Low Income Seniors with Long Term Residency (Second Reading)

An Ordinance of the City Commission of the City of Parkland, Florida, amending Section 19-50 "Additional Homestead Exemption" of the City Code of Ordinances to provide for an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five years of age and older who meet certain residency, income, and other statutory requirements; providing for conflicts, severability, codification, implementation and an effective date.

SUBMITTED BY: Christopher Johnson

ORIGIN OF REQUEST: Finance

MEETING GROUP: City Commission

STAFF RECOMMENDATION

Staff recommends approval.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Quality of Life Experiences

Goals & Actions by Strategy: Other

BACKGROUND & PURPOSE

Section 196.075, Florida Statutes, allows for municipalities to adopt an ordinance to provide an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five (65) years of age and older who meet certain residency, income, and other statutory requirements. When Section 196.075, Florida Statutes was originally enacted, the household income limit was \$20,000. The annual household income limit is adjusted annually to reflect the percentage change in the average cost of living index. As of January 1, 2022, the household income limit is \$32,561. At the previous strategic planning session in April 2021, City Commission directed staff to prepare an ordinance to provide this additional homestead relief to residents that meet the various requirements. At this time, the City currently has one (1) house that receives a senior exemption that has a just value less than \$250,000.

Public Hearing

City Commission (March 2, 2022) First Reading - Commissioner Mayersohn made a motion to approve. Commissioner Isrow seconded the motion. Motion passed unanimously (5-0).

FISCAL IMPACT

Due to the strict requirements necessary to qualify for the long term residency senior exemption, the vast majority of City residents will not be eligible for the additional homestead

exemption.

EXPIRATION OF CONTRACT

N/A

ATTACHMENTS

1. Senior Long Term Resident Homestead Exemption Ordinance.clean.2.10.22
-

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING SECTION 19-50 “ADDITIONAL HOMESTEAD EXEMPTION” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR AN ADDITIONAL HOMESTEAD EXEMPTION IN THE AMOUNT OF THE ASSESSED VALUE OF PROPERTY FOR CERTAIN PERSONS SIXTY-FIVE YEARS OF AGE AND OLDER WHO MEET CERTAIN RESIDENCY, INCOME, AND OTHER STATUTORY REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Section 196.075, Florida Statutes, provide that a municipality may adopt an ordinance granting an additional homestead exemption as authorized by the Statute and submit the adopted ordinance to the Property Appraiser no later than December 1 of the year prior to the year the exemption will take effect; and

WHEREAS, Section 19-50 of the City Code of Ordinances currently provides for an additional \$25,000 homestead exemption for certain persons sixty-five (65) years of age and older who meet specific statutory requirements; and

WHEREAS, Section 196.075, Florida Statutes, provides for an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five (65) years of age and older who meet specific residency, income, and other statutory requirements, including that the property have a just value less than \$250,000 at the time that the owner applies and is eligible for the exemption, and that the title owner has maintained permanent residence at the property for at least 25 years; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of Parkland to provide for an additional homestead exemption in the amount of the assessed value of property for certain persons sixty-five (65) years of age and older who meet specific residency, income, and other statutory requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

Section 2. Section 19-50 of the City of Parkland Code of Ordinances entitled “Additional homestead exemption” is hereby amended to read as follows¹:

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Sec. 19-50. – Additional homestead exemptions.

- (a) *Application of this section.* Pursuant to and in accordance with Section 196.075, Florida Statutes, the additional homestead exemptions as set forth in this section shall only apply to all taxes levied by the city.
- (b) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
 - Household.* A person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.
 - Household income.* The adjusted gross income, as defined in Section 62 of the United States Internal Revenue Code, of all members of a household, ~~as defined in Section 62 of the United States Internal Revenue Code.~~
- (c) (1) Additional \$25,000 Senior Homestead Exemption. ~~Any~~ person who meets the requirements as set forth in subsection (d) below, shall be eligible for an additional homestead exemption in the amount of twenty-five thousand dollars (\$25,000.00). Such additional homestead exemption shall not exceed twenty-five thousand dollars (\$25,000.00) ~~in accordance with Section 196.075, Florida Statutes.~~
 - (2) Additional Long Term Residency Senior Homestead Exemption. A person who meets all of the requirements as set forth in subsection (d) below, and meets the following additional requirements shall be eligible for an additional homestead exemption in the amount of the assessed value of the property:
 - (i) The person has the legal or equitable title to real estate with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for this exemption, and
 - (ii) The person has maintained thereon the permanent residence of the owner for at least twenty-five (25) years.
- (d) *Requirements to obtain additional homestead exemptions.* A person who has attained the age of sixty-five (65) will be entitled to an additional homestead exemption only if the following requirements are satisfied:
 - (1) The person has legal or equitable title to real estate; and
 - (2) The person maintains thereon the permanent residence of the owner; and
 - (3) The person has attained the age of sixty-five (65); and
 - (4) The person's household income does not exceed twenty thousand dollars (\$20,000.00); and
 - (5) The taxpayer claiming ~~the above~~ an additional homestead exemption under this section must submit annually to the Broward County property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue. The filing of this statement must be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), and any other documents required by the Department of Revenue, for each member of the household, to be submitted by June 1. The taxpayer's statement shall attest to the accuracy of such copies. The property appraiser may not grant the exemption without the required documentation.

- (e) *Household income.* For purposes of subsection (d)(4) above, beginning January 1, 2001, the twenty thousand dollar (\$20,000.00) household income limitation shall be adjusted annually on January 1 by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated twelve-month period, relative to the United States as a whole issued by the United States Department of Labor.
- (f) *[Joint title.]* If title is held jointly with right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

Section 3. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. **Severability.** If any phrase, clause, section or other part or application of the Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. **Codification.** It is the intention of the City Commission of the City of Parkland that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Parkland, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word “Ordinance” maybe be changed to “Section”, Article” or such other word or phrase in order to accomplish such intention.

Section 6. **Implementation.** The appropriate City officials are authorized to do all things necessary to carry out the aims of the Ordinance, including delivering a copy of this Ordinance to the Broward County Property Appraiser no later than December 1, 2022.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Parkland. The additional long-term residency senior homestead exemption provided for in this Ordinance shall take effect in 2023.

PASSED 1ST READING THIS 2nd DAY OF MARCH, 2022.

ADOPTED ON 2ND READING THIS DAY OF MARCH, 2022.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER
MAYOR

ATTEST:

ALYSON MORALES, MMC
CITY CLERK

Approved as to form and legality:

ANTHONY SOROKA
CITY ATTORNEY

Record of the vote

Mayor Walker _____

Vice Mayor Cutler _____

Commissioner Brier _____

Commissioner Isrow _____

Commissioner Mayersohn _____



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.C.

TITLE: Resolution 2022-010: Multiple Enhancement Projects II - Piggyback

A Resolution of the City Commission of the City of Parkland, Florida, authorizing the piggyback of the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019-SCD for Terramar Park Pavilion Replacement, Irrigation Pump Station Replacement, City Hall Refurbishment and Resod the Crown on Fields 4 and 5 at Pine Trails Park, in the amount of \$326,959 to Shiff Construction & Development, Inc.; providing for execution; providing for an effective date.

SUBMITTED BY: Anthony Cariveau, MPA, CPPO, CPPB, FCCN

ORIGIN OF REQUEST: Public Works

MEETING GROUP: City Commission

STAFF RECOMMENDATION

Staff is recommending approval to piggyback the Sourcewell EZIQC Contract No. FL-SEAGC02-041019-SCD for Multiple Enhancement Projects to the awarded contractor, Shiff Construction & Development, Inc., in the amount of \$326,959.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Goals & Actions by Strategy: Improve and enhance the City's infrastructure

BACKGROUND & PURPOSE

The City of Parkland (City) requires construction services from a qualified, licensed and experienced contractor for multiple enhancement projects throughout the City.

There are a total of four (4) projects; Terramar Park Pavilion Replacement, Irrigation Pump Station Replacement, City Hall Refurbishment, and Resod the Crown on Fields 4 and 5 at Pine Trails Park.

1. Terramar Park Pavilion Replacement

This project is part of the Infrastructure Replacement Plan and consists of replacing the existing roofs and painting the metal structure, as scheduled in the 20-year replacement plan.

2. Irrigation Pump Station Replacement

This project is part of the Infrastructure Replacement Plan and includes funding for maintaining the pump stations that provide irrigation to City property, keeping Parkland green. For Fiscal Year 2022, the plan calls for replacing the irrigation pump stations at the Public Works/Fire Station 42 location and on Hillsboro Boulevard. The pump stations have reached the end of their useful life and need to be replaced in order to ensure the landscaping at Public Works/Fire Station 42 and along Hillsboro Boulevard is well maintained.

3. City Hall Refurbishment

This project is part of the Infrastructure Replacement Plan and consists of installing new carpet in the Commission Chambers and refurbishing the seating in the Commission Chambers as well.

4. Resod the Crown on Fields 4 and 5 at Pine Trails Park

This project is part of the Capital Improvement Plan and consists of resodding the crown on fields 4 and 5 at Pine Trails Park.

On March 6, 2019, the Sourcewell Cooperative (Sourcewell), formerly NJPA, issued Invitation for Bid (IFB) No. 041019 on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to all current and potential Sourcewell members including all government agencies, education agencies to include colleges and universities, and non-profit agencies in the State of Florida.

On May 1, 2019, Contract No. FL-SEA-GC02-041019 for IQCC was awarded to Shiff Construction & Development, Inc. for the Southeast Florida Region, allowing its members to become a participating state/entity on the competitively solicited IFB.

Sourcewell is an organization operating under Minnesota Statute 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd.15 defining cooperative purchasing. Sourcewell also serves its national members under MN Statute 471.59 Subd.1 which defines the ability of two governmental agencies to enter into an agreement to share a contract through the action of their governing boards.

IQCC is a competitively bid Indefinite Quantity Construction Contract awarded to contractors to accomplish the repair, alteration, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property. IQCC, also known as Job Order Contracting (JOC), is a construction contracting procurement system that provides facility owners with access to “on-call” contractors to provide immediate construction services over an extended period of time.

The City’s Procurement Code, Section 2-143.9.(3) Exempt Purchases, states the City may “piggyback” any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per year or \$150,000 on a multi-year basis.

For the reasons mentioned above, staff is recommending approval to piggyback the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019 for the multiple enhancement projects to the awarded contractor, Shiff Construction & Development, Inc., in the amount of \$326,959.

The Terramar Park Pavilion Replacement was budgeted at \$200,000 and quoted at \$69,029, the Irrigation Pump Station Replacement was budgeted at \$66,000 and quoted at \$65,997, the City Hall Refurbishment was budgeted at \$149,000 and quoted at \$77,663, and the Resod the Crown on Fields 4 and 5 at Pine Trails Park was budgeted at \$100,000 and quoted at

\$99,270, for a total amount of \$326,959, including \$15,000 for permit fees and allowance for City authorized expenditures.

Staff will also ensure that the work is performed as per the Final Detailed Scope of Work contained in the respective proposals and as per the terms and conditions contained in the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019.

After reviewing multiple sourcing options, including the Omnia Partners Cooperative contract, the decision to piggyback the Sourcewell contract is in the best interest of the City for its value and accessibility.

Funds for this project have been budgeted for the 2022 fiscal year.

FISCAL IMPACT

\$326,959 of the \$515,000 budgeted in FY 2022.

EXPIRATION OF CONTRACT

At the completion of the projects.

ATTACHMENTS

1. Resolution 2022-010
 2. Contract FL-SEA-GC02-041019-SCD
 3. Annual Renewal - FL-SEA-GC02-041019-SCD 2020
 4. Terramar Park Pavilion Replacement
 5. Irrigation Pump Replacement
 6. City Hall Refurbishment
 7. Resod the Crown on Fields 4 and 5 at Pine Trails Park
 8. ezIQC Process Steps
-

RESOLUTION NO. 2022-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AUTHORIZING THE PIGGYBACK OF THE SOURCEWELL EZIQC CONTRACT NO. FL-SEA-GC02-041019-SCD FOR TERRAMAR PARK PAVILION REPLACEMENTS, IRRIGATION PUMP STATION REPLACEMENTS, CITY HALL REFURBISHMENTS AND RESOD THE CROWN ON FIELDS 4 AND 5 AT PINE TRAILS PARK, IN THE AMOUNT OF \$326,959 TO SHIFF CONSTRUCTION & DEVELOPMENT, INC.; PROVIDING FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland (City) desires to piggyback the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019-SCD for multiple enhancement projects throughout the City; and

WHEREAS, the contract was competitively solicited by the Sourcewell Cooperative, allowing authorized entities like the City to become a participating entity; and

WHEREAS, in accordance with City Ordinance Code Sec. 2-143.9.(3) - Exempt Purchases, the City may “piggyback” any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per year or \$150,000 on a multi-year basis; and

WHEREAS, City staff is requesting approval to piggyback the Sourcewell contract through the awarded contractor, Shiff Construction & Development, Inc., for multiple enhancement projects, in the amount of \$326,959, including permit fees and allowance for City authorized expenditures; and

WHEREAS, the multiple enhancement projects consist of the Terramar Park Pavilion Replacements, Irrigation Pump Station Replacements, City Hall Refurbishments and Resod the Crown on Fields 4 and 5 at Pine Trails Park; and

WHEREAS, the multiple enhancement projects have been budgeted for the 2022 fiscal year; and

WHEREAS, the City Commission hereby determines it to be in the best interest of the residents of the City to approve the piggyback of the Sourcewell contract to the awarded contractor, Shiff Construction & Development, Inc., for multiple enhancement projects throughout the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the piggyback of the Sourcewell EZIQC Contract No. FL-SEA-GC02-041019-SCD for multiple enhancement projects throughout the City, with Shiff Construction & Development, Inc., in the amount of \$326,959, including permit fees and allowance for City authorized expenditures.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. That appropriate City officials are authorized to do all things necessary and expedient to carry of the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF MARCH, 2022.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER
MAYOR

ATTEST:

ALYSON MORALES, MMC
CITY CLERK

Record of the vote

Mayor Walker _____

Vice Mayor Cutler _____

Commissioner Brier _____

Commissioner Isrow _____

Commissioner Mayersohn _____



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL-SEA-GC02-041019

GEOGRAPHIC AREA: Southeast Florida Area

This Agreement dated May 1, 2019, by and between Sourcewell (Formerly NJPA) and
Shiff Construction and Development, Inc. at the following address, 180 SW 6th Street
Pompano Beach, FL 33060 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications, Book 5-Invitation for Bid Forms) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQ.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQ.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of

Work within the Purchase Order Completion Time for the Purchase Order Price.

- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0270.

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1892.

(Specify to four (4) decimal places)

- c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for two (2) additional terms. The total term of the Agreement cannot exceed three (3) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original three-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period

may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the

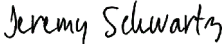
prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

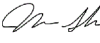
Sourcewell

DocuSigned by:

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Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO
Print Name

Contractor

DocuSigned by:

437E784B38354C6...

Authorized Signature

Justen Shiff-President
Print Name

Contract Number: FL-SEA-GC02-041019-SCD (assigned by Sourcewell)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB FL-SEA-GC02-041019-SCD" with an effective date of May 1, 2019, a maturity date of April 30, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Base Average
11115.2983

Option Year		
	Date	Index
1	March 2019	11227.88
2	April 2019	11228.07
3	May 2019	11229.99
4	June 2019	11268.48
5	July 2019	11291.80
6	August 2019	11311.06
7	September 2019	11311.24
8	October 2019	11326.12
9	November 2019	11380.83
10	December 2019	11381.53
11	January 2020	11392.41
12	February 2020	11396.01

Option Average
11312.1183

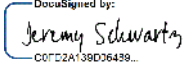
Price Adjustment:
$$\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{11312.1183}{11115.2983} = 1.0177$$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# FL-SEA-GC02-041019-SCD					
Non-prepriced	1.2432		1.0000		1.2432
Normal Working Hours Prevailing Wages	1.0270		1.0177		1.0452
Other Than Normal Working Hours Prevailing Wages	1.1892		1.0177		1.2102

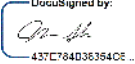
Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of May 1, 2020 through April 30, 2021.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 3/17/2020 | 10:29 AM CDT

Shiff Construction & Development, Inc. - #FL-SEA-GC02-041019-SCD

By:  , Its: President
 Name printed or typed: Justen Shiff
 Date: 3/17/2020 | 11:28 AM EDT

 If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

Work Order Signature Document**EZIQC Contract No.: FL-R10-GC02-111821- SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 101582.00

Work Order Date: 01/27/2022

Work Order Title: Parkland Terramar Park Pavilion Roof

Owner Name: Parkland

Contractor Name: Shiff Construction & Development, Inc.

Contact: Ryan Spradlin

Contact: Justen Shiff

Phone: 954-757-4149

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC02-111821- SCD.

Brief Work Order Description:

Terramar Park Pavilion Roof

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$69,028.86**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Ryan Spradlin
Parkland
6500 Parkside Drive
Parkland, FL 33067
954-757-4149

Date Printed: January 27, 2022

Work Order Number: 101582.00

Work Order Title: Parkland Terramar Park Pavilion Roof

Brief Scope: Terramar Park Pavilion Roof

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Remove metal roof of 6 small and 1 large pavilion and replace with new. Pre and paint all metal framing on all pavilions.

Subject to the terms and conditions of JOC Contract **FL-R10-GC02-111821- SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: January 27, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
Work Order #: 101582.00
Owner PO #:
Title: Parkland Terramar Park Pavilion Roof
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$69,028.86

01-Dumpster	\$707.74
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07-Roofing	\$60,139.25
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09-Paint	\$8,181.87
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Proposal Total	\$69,028.86
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 27, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
 Work Order #: 101582.00
 Owner PO #:
 Title: Parkland Terramar Park Pavilion Roof
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$69,028.86

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01-Dumpster					
1	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$707.74
			Installation	Quantity 1.00 x Unit Price 667.68 x Factor 1.0600 = Total 707.74	
				Dumpster for Debris	
Subtotal for 01-Dumpster					\$707.74
07-Roofing					
2	07 41 13 00 0048		SF	Architectural/Structural Or Structural 0.040" Aluminum Standing Seam Concealed Fastener Roofing	\$51,647.27
			Installation	Quantity 4,614.00 x Unit Price 9.34 x Factor 1.0600 = Total 45,680.45	
			Demolition	Quantity 4,614.00 x Unit Price 1.22 x Factor 1.0600 = Total 5,966.82	
				Remove existing standing seam metal roof and install new on (6) of the smaller Pavilions(Approx 480 SF each) and (1) large Pavilion(Approx 1734SF).	
3	07 41 13 00 0048 0011			For >1,500 To 5,000, Add	\$6,974.80
			Installation	Quantity 4,700.00 x Unit Price 1.40 x Factor 1.0600 = Total 6,974.80	
4	07 62 19 00 0004		LF	Up To 5" Girth, 0.016" Thick, KYNAR 500® Finish, Aluminum Drip Edge	\$1,517.18
			Installation	Quantity 390.00 x Unit Price 3.67 x Factor 1.0600 = Total 1,517.18	
				Drip edge for new roofs. Small pavilion 48 LF *6=288LF Large Pavilion 102 LF	
Subtotal for 07-Roofing					\$60,139.25
09-Paint					
5	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$703.67
			Installation	Quantity 16.00 x Unit Price 41.49 x Factor 1.0600 = Total 703.67	
				Labor for protection and clean up in work areas.	
6	01 22 23 00 0053		WK	17' Electric, Scissor Platform Lift	\$688.26
			Installation	Quantity 2.00 x Unit Price 324.65 x Factor 1.0600 = Total 688.26	
				Lift for painting high areas.	
7	09 01 90 52 0018		SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation	\$505.92
			Installation	Quantity 1,256.00 x Unit Price 0.38 x Factor 1.0600 = Total 505.92	
				Clean all steel framing prior to new paint.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101582.00

Work Order Title: Parkland Terramar Park Pavilion Roof

09-Paint

8	09	91	13	00 0321	SF	1 Coat Primer, Brush/Roller Work, Paint Metal Bearms And Bar Joists						\$812.13
					Installation	Quantity	Unit Price	Factor	=	Total		
						1,256.00	x 0.61	x 1.0600	=	812.13		
						1 coat of primer on all steel framing.						
9	09	91	13	00 0321 0239		For Epoxy Paint, Add						\$146.45
					Installation	Quantity	Unit Price	Factor	=	Total		
						1,256.00	x 0.11	x 1.0600	=	146.45		
10	09	91	13	00 0323	SF	2 Coats Paint, Brush/Roller Work, Paint Metal Beams And Bar Joists						\$1,477.81
					Installation	Quantity	Unit Price	Factor	=	Total		
						1,256.00	x 1.11	x 1.0600	=	1,477.81		
						2 coats of paint on all steel framing.						
11	09	91	13	00 0323 0239		For Epoxy Paint, Add						\$266.27
					Installation	Quantity	Unit Price	Factor	=	Total		
						1,256.00	x 0.20	x 1.0600	=	266.27		
12	09	97	13	23 0024	SF	Type 1 Structural Steel SP5 White Metal Blast Cleaning Surface Preparation						\$3,581.36
					Installation	Quantity	Unit Price	Factor	=	Total		
						1,256.00	x 2.69	x 1.0600	=	3,581.36		
						Preparation of all steel framing for new paint.						

Subtotal for 09-Paint **\$8,181.87**

Proposal Total **\$69,028.86**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: January 27, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
Work Order #: 101582.00
Owner PO #:
Title: Parkland Terramar Park Pavilion Roof
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$69,028.86

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Work Order Signature Document**EZIQC Contract No.: FL-SEA-GC02-041019-SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 100585.00

Work Order Date: 01/10/2022

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Owner Name: Sourcewell - FL - Parkland

Contractor Name: Shiff Construction & Development, Inc.

Contact: Ryan Spradlin

Contact: Justen Shiff

Phone: 954-757-4149

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-SEA-GC02-041019-SCD.

Brief Work Order Description:

Hillsboro Public Works Pump Replacement

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated DamagesWill apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$65,997.13**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date



Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Ryan Spradlin
Sourcewell - FL - Parkland
6500 Parkside Drive
Parkland, FL 33067
954-757-4149

Date Printed: January 10, 2022

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Brief Scope: Hillsboro Public Works Pump Replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work: Replacing 2 pump stations at Hillsboro and Public Work with new pump stations meeting the specifications of existing pumps.

Subject to the terms and conditions of JOC Contract **FL-SEA-GC02-041019-SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	January 10, 2022	
Re:	IQC Master Contract #:	FL-SEA-GC02-041019-SCD
	Work Order #:	100585.00
	Owner PO #:	
	Title:	Parkland Hillsboro Public Works Pump Replacement
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$65,997.13

Hillsboro Pump	\$42,497.52
Public Works Pump	\$23,499.61
Proposal Total	\$65,997.13

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 10, 2022

Re: IQC Master Contract #: FL-SEA-GC02-041019-SCD
 Work Order #: 100585.00
 Owner PO #:
 Title: Parkland Hillsboro Public Works Pump Replacement
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$65,997.13

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Hillsboro Pump					
1	01 22 23 00 0402		WK	3,500 LB Mini-Excavator With Full-Time Operator	\$3,077.27
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 2,893.26 x 1.0636 = 3,077.27	
				Mini excavator to be used for any digging needed for any new pipes.	
2	01 22 23 00 0931		DAY	8 To 9 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$1,084.91
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 1,020.04 x 1.0636 = 1,084.91	
				Crane to be used to lift out existing pump station being removed and assist with new pump station.	
3	22 11 16 00 0023		LF	4" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe	\$449.26
				Quantity Unit Price Factor = Total	
				Installation 16.00 x 26.40 x 1.0636 = 449.26	
				(16 LF) 4" Schedule 40 Galvanized Pipe	
4	22 11 16 00 0025		LF	6" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe	\$374.05
				Quantity Unit Price Factor = Total	
				Installation 8.00 x 43.96 x 1.0636 = 374.05	
				(8 LF) 6" Schedule 40 Galvanized Pipe	
5	22 11 16 00 1035		EA	1/2" 125 LB Cast Bronze, Screwed, Tee	\$41.92
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 39.41 x 1.0636 = 41.92	
				(1) 1/2" Bronze Tee. In place for brass tee.	
6	22 11 16 00 1141		EA	1/2" 125 LB Cast Bronze, Screwed, Reducing 1 Or 2 Sizes, Hex Bushing	\$8.15
				Quantity Unit Price Factor = Total	
				Installation 2.00 x 3.83 x 1.0636 = 8.15	
				(2) 1/2" Hex Bushing	
7	22 11 16 00 1163		EA	1/2" x 2" Long, Red Brass Pipe Nipple	\$10.19
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 9.58 x 1.0636 = 10.19	
				(1) 1/2" Brass Nipple	
8	22 11 16 00 1174		EA	3/4" x 1-1/2" Long, Red Brass Pipe Nipple	\$10.94
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 10.29 x 1.0636 = 10.94	
				(1) 3/4" Brass Nipple	
9	22 11 23 13 0016		EA	500 GPM Triplex Domestic Water Packaged Booster Pumps And Hydrocumulator	\$24,806.37
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 23,323.03 x 1.0636 = 24,806.37	
				Hillsboro pump station to be replaced with new EPS-IC-30-240-3-VFDP-400-200 30 HP 240 Volt 3 PH pump station by Sullivan Electric and Pump.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Hillsboro Pump

10	23	05	19	00	0041	EA	4-1/2" Diameter Dry Dial, Polypropylene Case, 0 To 300 PSI, Stainless Steel Internals And Stem, Pressure Gauge								\$408.78
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	384.34	x	1.0636	=	408.78		
							(1) Pressure Gauge								
11	23	05	23	00	0653	EA	4" Check Valve, Single Disc Type, Iron Body Wafer Type, 125 LB								\$516.95
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	486.04	x	1.0636	=	516.95		
							(1) 4" Check Valve in place for 4" Silent Check Valve. Task being used since catalog does not have any silent valve.								
12	23	21	13	23	0541	EA	2-1/2", 150 LB, Welded Black Steel Slip-On Flange								\$101.97
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	95.87	x	1.0636	=	101.97		
							(1) 2-1/2" Slip-On Welded Flange								
13	23	21	13	23	0543	EA	4", 150 LB, Welded Black Steel Slip-On Flange								\$319.48
							Quantity	Unit Price	Factor	=	Total				
						Installation	2.00	x	150.19	x	1.0636	=	319.48		
							(2) 4" Slip-On Welded Flange								
14	23	21	13	23	0568	EA	1/2", 3,000 LB, Forge Steel Thread-O-Let								\$103.83
							Quantity	Unit Price	Factor	=	Total				
						Installation	2.00	x	48.81	x	1.0636	=	103.83		
							(2) 1/2" Thread-O-Let Steel								
15	23	21	13	23	0569	EA	3/4", 3,000 LB, Forge Steel Thread-O-Let								\$56.15
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	52.79	x	1.0636	=	56.15		
							(1) 3/4" Thread-O-Let Steel								
16	23	21	13	23	0573	EA	2", 3,000 LB, Forge Steel Thread-O-Let								\$99.57
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	93.62	x	1.0636	=	99.57		
							(1) 2" Thread-O-Let Steel								
17	23	21	13	23	0764	EA	4" x 3" Standard Weight, Flanged Steel, Concentric Reducer								\$1,386.90
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	1,303.97	x	1.0636	=	1,386.90		
							(1) 4"x3" Steel Concentric Reducer.								
18	23	21	13	23	1403	EA	4" 90 Degree Elbow, Ductile Iron, Grooved								\$400.13
							Quantity	Unit Price	Factor	=	Total				
						Installation	3.00	x	125.40	x	1.0636	=	400.13		
							(3) 4" Grooved 90 Deg Elbow								
19	23	21	13	23	1405	EA	6" 90 Degree Elbow, Ductile Iron, Grooved								\$683.89
							Quantity	Unit Price	Factor	=	Total				
						Installation	2.00	x	321.50	x	1.0636	=	683.89		
							(2) 6" Grooved 90 Deg Elbow								
20	23	21	13	23	1643	EA	3" Flanged Adapter Nipples With Groove Gasket, ANSI CL 125 And 150								\$318.67
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.00	x	299.61	x	1.0636	=	318.67		
							(1) 3" Grooved Flange Adapter								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Hillsboro Pump

21	23	21	13	23	1644	EA	4" Flanged Adapter Nipples With Groove Gasket, ANSI CL 125 And 150										\$767.52
							Installation	Quantity		Unit Price		Factor	=	Total			
								2.00	x	360.81	x	1.0636		767.52			
							(2) 4" Grooved Flange Adapter										
22	23	21	13	23	1761	EA	6" x 3" Eccentric Reducer, Grooved										\$370.26
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	348.12	x	1.0636		370.26			
							(1) 6"x3" Grooved Eccentric Reducer										
23	23	21	13	23	1861	EA	1-1/2" Ductile Iron, Installation-Ready™ Coupling										\$50.14
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	47.14	x	1.0636		50.14			
							(1) 1-1/2" Install Ready Coupling										
24	23	21	13	23	1864	EA	3" Ductile Iron, Installation-Ready™ Coupling										\$75.97
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	71.43	x	1.0636		75.97			
							(1) 3" Install Ready Coupling										
25	23	21	13	23	1865	EA	4" Ductile Iron, Installation-Ready™ Coupling										\$1,061.05
							Installation	Quantity		Unit Price		Factor	=	Total			
								10.00	x	99.76	x	1.0636		1,061.05			
							(10) 4" Install Ready Coupling										
26	23	21	13	23	1867	EA	6" Ductile Iron, Installation-Ready™ Coupling										\$1,019.14
							Installation	Quantity		Unit Price		Factor	=	Total			
								5.00	x	191.64	x	1.0636		1,019.14			
							(5) 6" Install Ready Coupling										
27	23	21	13	23	1923	EA	4" Butterfly Valve, Grooved, With Standard Trim										\$643.20
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	604.74	x	1.0636		643.20			
							(1) 4" Grooved Butterfly Valve										
28	23	21	13	23	2020	EA	2-1/2" Grooved Standard Gasket, Ethylene Propylene Diene Monomer (EPDM) "E" Or Nitrile "T"										\$30.24
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	28.43	x	1.0636		30.24			
							(1) 2-1/2" Grooved Gasket										
29	23	21	13	23	2142	LF	6" Schedule 40 Polyvinyl Chloride (PVC) Pressure Pipe										\$1,115.67
							Installation	Quantity		Unit Price		Factor	=	Total			
								64.00	x	16.39	x	1.0636		1,115.67			
							(64 LF) 6" Schedule 40 PVC Pipe										
30	23	21	13	23	2168	EA	6" Schedule 40 Polyvinyl Chloride (PVC) 45 Degree Elbows										\$428.89
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	100.81	x	1.0636		428.89			
							(4) 6" Schedule 40 PVC 45 Deg Elbow										
31	23	21	13	23	2181	EA	6" Schedule 40 Polyvinyl Chloride (PVC) Tees										\$163.34
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	153.57	x	1.0636		163.34			
							(1) 6" Schedule 40 PVC Tee										
32	23	21	13	23	2459	EA	6" Schedule 80 Polyvinyl Chloride (PVC) 150 LB Flanges										\$309.25
							Installation	Quantity		Unit Price		Factor	=	Total			
								2.00	x	145.38	x	1.0636		309.25			
							(2) 6" Schedule 80 PVC Flange										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Hillsboro Pump

33	23	21	16	00	0358	EA	7.8 Gallon Horizontal Diaphragm Type (Bladder) Steel Expansion Tank						\$1,635.37
							Quantity	Unit Price	Factor	=	Total		
						Installation	1.00	1,537.58	x	1.0636	=	1,635.37	
							(1) 7.8 Gal Bladder Tank. Task being used since catalog does not have a 2 gal bladder tank.						
34	26	05	19	16	0014	MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit						\$45.42
							Quantity	Unit Price	Factor	=	Total		
						Installation	0.10	427.08	x	1.0636	=	45.42	
							(100 LF) #12 THHN Wire						
35	26	05	19	16	0015	MLF	#10 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit						\$28.67
							Quantity	Unit Price	Factor	=	Total		
						Installation	0.05	539.07	x	1.0636	=	28.67	
							(50 LF) #10 THHN Wire in place for #8.						
36	26	05	19	16	0028	MLF	#3 AWG Cable - XLP (XHHW-2), 600 Volt Copper, Single Stranded, Placed In Conduit						\$212.13
							Quantity	Unit Price	Factor	=	Total		
						Installation	0.10	1,994.42	x	1.0636	=	212.13	
							(100 LF) #3 THHN Wire. Task in place for #3 THHN Wire.						
37	26	05	19	16	0277	MLF	#16 AWG Cable - Type TFFN 600 Volt Copper, Single Stranded, Placed In Conduit						\$34.27
							Quantity	Unit Price	Factor	=	Total		
						Installation	0.10	322.21	x	1.0636	=	34.27	
							(100 LF) #16 TFFN Wire						
38	26	05	33	13	2283	LF	1/2" Flexible Liquid Tight Metallic Conduit						\$72.75
							Quantity	Unit Price	Factor	=	Total		
						Installation	24.00	2.85	x	1.0636	=	72.75	
							(24 LF) 1/2" Flexible Conduit						
39	26	05	33	13	2287	LF	1-1/2" Flexible Liquid Tight Metallic Conduit						\$52.20
							Quantity	Unit Price	Factor	=	Total		
						Installation	6.00	8.18	x	1.0636	=	52.20	
							(6 LF) 1-1/2" Flexible Conduit						
40	26	05	33	13	2294	EA	1/2" Straight Liquid Tight Connector						\$23.42
							Quantity	Unit Price	Factor	=	Total		
						Installation	3.00	7.34	x	1.0636	=	23.42	
							(3) 1/2" Straight Connector						
41	26	05	33	13	2298	EA	1-1/2" Straight Liquid Tight Connector						\$25.51
							Quantity	Unit Price	Factor	=	Total		
						Installation	1.00	23.98	x	1.0636	=	25.51	
							(1) 1-1/2" Straight Connector						
42	26	05	33	13	2305	EA	1/2" 90 Degree Angle Liquid Tight Connector						\$37.46
							Quantity	Unit Price	Factor	=	Total		
						Installation	3.00	11.74	x	1.0636	=	37.46	
							(3) 1/2" 90 Deg Connector						
43	26	05	33	13	2309	EA	1-1/2" 90 Degree Angle Liquid Tight Connector						\$36.27
							Quantity	Unit Price	Factor	=	Total		
						Installation	1.00	34.10	x	1.0636	=	36.27	
							(1) 1-1/2" 90 Deg Connector						

Subtotal for Hillsboro Pump

\$42,497.52

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Public Works Pump

44	01 22 23 00 0402	WK	3,500 LB Mini-Excavator With Full-Time Operator						\$3,077.27
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	2,893.26 x	1.0636	=	3,077.27		
			Mini excavator to be used for any digging needed for any new pipes.						
45	01 22 23 00 0931	DAY	8 To 9 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator						\$1,084.91
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,020.04 x	1.0636	=	1,084.91		
			Crane to be used to lift out existing pump station being removed and assist with new pump station.						
46	03 31 13 00 0093	SF	4" Equipment Pad With Rebar						\$242.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	19.00 x	11.98 x	1.0636	=	242.10		
			(19 SF) of 45"x58"x4" concrete equipment pad for new pump station.						
47	22 11 16 00 0020	LF	2" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe						\$90.96
			Quantity	Unit Price	Factor	=	Total		
		Installation	8.00 x	10.69 x	1.0636	=	90.96		
			(8 LF) 2" Schedule 40 Galvanized Pipe.						
48	22 11 16 00 0022	LF	3" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe						\$211.98
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	19.93 x	1.0636	=	211.98		
			(10 LF) 3" Schedule 40 Galvanized Pipe.						
49	22 11 16 00 0055	EA	3" x 2", 150 LB, Galvanized Malleable Iron Reducing 90 Degree Elbow						\$544.99
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	256.20 x	1.0636	=	544.99		
			(2) 3"x2" Galvanized Reducing 90 Deg Elbow.						
50	22 11 16 00 0206	EA	1-1/2" x 4" Long, Schedule 40 Galvanized Steel Nipple						\$13.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	12.32 x	1.0636	=	13.10		
			(1) 1-1/2"x4" Schedule 40 Galvanized Nipple.						
51	22 11 16 00 0237	EA	2" x 6" Long, Schedule 40 Galvanized Steel Nipple						\$20.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	18.90 x	1.0636	=	20.10		
			(1) 2"x6" Schedule 40 Galvanized Nipple.						
52	22 11 16 00 1035	EA	1/2" 125 LB Cast Bronze, Screwed, Tee						\$41.92
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	39.41 x	1.0636	=	41.92		
			(1) 1/2" Bronze Tee. In place for brass tee.						
53	22 11 16 00 1141	EA	1/2" 125 LB Cast Bronze, Screwed, Reducing 1 Or 2 Sizes, Hex Bushing						\$4.07
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	3.83 x	1.0636	=	4.07		
			(1) 1/2" Hex Bushing						
54	22 11 16 00 1151	EA	1/2" 125 LB Cast Bronze, Screwed, Reducing 1 Or 2 Sizes, Flush Bushing						\$7.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	6.73 x	1.0636	=	7.16		
			(1) 1/2" Flush Bushing						
55	22 11 16 00 1163	EA	1/2" x 2" Long, Red Brass Pipe Nipple						\$10.19
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	9.58 x	1.0636	=	10.19		
			(1) 1/2" Brass Nipple						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Public Works Pump

56	22	11	23	13	0011	EA	200 GPM Duplex Domestic Water Packaged Booster Pumps And Hydrocumulator									\$14,723.90
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	13,843.46	x	1.0636	=	14,723.90		
							Public Works pump station to be replaced with new EPS-IC-10-208-3-VFDC-ECON-130-200 pump station by Sullivan Electric and Pump.									
57	23	05	19	00	0041	EA	4-1/2" Diameter Dry Dial, Polypropylene Case, 0 To 300 PSI, Stainless Steel Internals And Stem, Pressure Gauge									\$408.78
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	384.34	x	1.0636	=	408.78		
							(1) Pressure Gauge									
58	23	21	13	23	0568	EA	1/2", 3,000 LB, Forge Steel Thread-O-Let									\$103.83
							Installation	Quantity	Unit Price	Factor	=	Total				
								2.00	x	48.81	x	1.0636	=	103.83		
							(2) 1/2" Thread-O-Let Steel									
59	23	21	13	23	0573	EA	2", 3,000 LB, Forge Steel Thread-O-Let									\$99.57
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	93.62	x	1.0636	=	99.57		
							(1) 2" Thread-O-Let Steel									
60	23	21	13	23	1400	EA	2" 90 Degree Elbow, Ductile Iron, Grooved									\$137.65
							Installation	Quantity	Unit Price	Factor	=	Total				
								2.00	x	64.71	x	1.0636	=	137.65		
							(2) 2" Grooved 90 Deg elbow									
61	23	21	13	23	1402	EA	3" 90 Degree Elbow, Ductile Iron, Grooved									\$117.71
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	110.67	x	1.0636	=	117.71		
							(1) 3" Grooved 90 Deg elbow.									
62	23	21	13	23	1862	EA	2" Ductile Iron, Installation-Ready™ Coupling									\$460.92
							Installation	Quantity	Unit Price	Factor	=	Total				
								8.00	x	54.17	x	1.0636	=	460.92		
							(8) 2" Install ready coupling.									
63	23	21	13	23	1864	EA	3" Ductile Iron, Installation-Ready™ Coupling									\$455.84
							Installation	Quantity	Unit Price	Factor	=	Total				
								6.00	x	71.43	x	1.0636	=	455.84		
							(6) 3" install ready coupling.									
64	23	21	13	23	1921	EA	2" Butterfly Valve, Grooved, With Standard Trim									\$290.18
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	272.83	x	1.0636	=	290.18		
							(1) 2" Grooved butterfly valve.									
65	23	21	13	23	1952	EA	3" Check Valve, Grooved									\$702.43
							Installation	Quantity	Unit Price	Factor	=	Total				
								1.00	x	660.43	x	1.0636	=	702.43		
							(1) 3" Grooved Check Valve.									
66	26	05	19	16	0014	MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit									\$45.42
							Installation	Quantity	Unit Price	Factor	=	Total				
								0.10	x	427.08	x	1.0636	=	45.42		
							(100 LF) #12 THHN Wire									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 100585.00

Work Order Title: Parkland Hillsboro Public Works Pump Replacement

Public Works Pump

67	26	05	19	16	0015	MLF	#10 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit						\$57.34
						Installation	Quantity		Unit Price		Factor	=	Total
							0.10	x	539.07	x	1.0636	=	57.34
							(100 LF) #10 THHN Wire						
68	26	05	19	16	0277	MLF	#16 AWG Cable - Type TFFN 600 Volt Copper, Single Stranded, Placed In Conduit						\$34.27
						Installation	Quantity		Unit Price		Factor	=	Total
							0.10	x	322.21	x	1.0636	=	34.27
							(100 LF) #16 TFFN Wire						
69	26	05	33	13	2283	LF	1/2" Flexible Liquid Tight Metallic Conduit						\$72.75
						Installation	Quantity		Unit Price		Factor	=	Total
							24.00	x	2.85	x	1.0636	=	72.75
							(24 LF) 1/2" Flexible Conduit						
70	26	05	33	13	2284	LF	3/4" Flexible Liquid Tight Metallic Conduit						\$24.44
						Installation	Quantity		Unit Price		Factor	=	Total
							6.00	x	3.83	x	1.0636	=	24.44
							(6 LF) 3/4" Flexible Conduit						
71	26	05	33	13	2294	EA	1/2" Straight Liquid Tight Connector						\$31.23
						Installation	Quantity		Unit Price		Factor	=	Total
							4.00	x	7.34	x	1.0636	=	31.23
							(4) 1/2" Straight Connector						
72	26	05	33	13	2305	EA	1/2" 90 Degree Angle Liquid Tight Connector						\$49.95
						Installation	Quantity		Unit Price		Factor	=	Total
							4.00	x	11.74	x	1.0636	=	49.95
							(4) 1/2" 90 Deg Connector						
73	26	43	13	00	0009	EA	208/120 Volt AC Three Phase, 4 Wire 50 kA Low Exposure Transient Voltage Surge Suppressor						\$334.64
						Installation	Quantity		Unit Price		Factor	=	Total
							1.00	x	314.63	x	1.0636	=	334.64
							(1) 120/208 Surge Protector.						

Subtotal for Public Works Pump **\$23,499.61**

Proposal Total **\$65,997.13**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: January 10, 2022

Re: IQC Master Contract #: FL-SEA-GC02-041019-SCD
Work Order #: 100585.00
Owner PO #:
Title: Parkland Hillsboro Public Works Pump Replacement
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$65,997.13

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Work Order Signature Document**EZIQC Contract No.: FL-R10-GC02-111821- SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 102629.00

Work Order Date: 02/17/2022

Work Order Title: Parkland City Commission Flooring

Owner Name: Sourcewell - FL - Parkland

Contractor Name: Shiff Construction & Development, Inc.

Contact: Ryan Spradlin

Contact: Justen Shiff

Phone: 954-757-4149

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC02-111821- SCD.

Brief Work Order Description:

Chamber of Commerce Flooring

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated DamagesWill apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$77,663.16**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Ryan Spradlin
Sourcewell - FL - Parkland
6500 Parkside Drive
Parkland, FL 33067
954-757-4149

Date Printed: February 17, 2022

Work Order Number: 102629.00

Work Order Title: Parkland City Commission Flooring

Brief Scope: Chamber of Commerce Flooring

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Remove existing carpet tile in Lower Level Chamber and install new 12"x36" Mohawk Carpet Tile. Remove existing glued down plush carpet on stairs and handicap ramp and install new. Remove 102 existing chairs off site, dis-assemble, re-upholster, re-assemble and haul back on site after installation of new carpet.

Subject to the terms and conditions of JOC Contract **FL-R10-GC02-111821- SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	February 17, 2022	
Re:	IQC Master Contract #:	FL-R10-GC02-111821- SCD
	Work Order #:	102629.00
	Owner PO #:	
	Title:	Parkland City Commission Flooring
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$77,663.16

01- Dumpsters	\$707.74
09-Carpet	\$30,875.42
12-Re-Upholster Chairs	\$46,080.00
Proposal Total	\$77,663.16

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 59.33%

Contractor's Price Proposal - Detail

Date: February 17, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
 Work Order #: 102629.00
 Owner PO #:
 Title: Parkland City Commission Flooring
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$77,663.16

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01- Dumpsters					
1	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$707.74
			Installation	Quantity 1.00 x Unit Price 667.68 x Factor 1.0600 = Total 707.74	
				Dumpsters for Debris	
Subtotal for 01- Dumpsters					\$707.74
09-Carpet					
2	09 01 60 91 0012		SY	Grinding Of Existing Concrete Floor Prior To Installation Of Flooring	\$2,099.33
			Installation	Quantity 425.00 x Unit Price 4.66 x Factor 1.0600 = Total 2,099.33	
				Floor prep for new carpet	
3	09 68 13 00 0031		SY	42 Ounce, Patterned, Nylon Carpet Tile	\$18,087.58
			Installation	Quantity 275.00 x Unit Price 62.05 x Factor 1.0600 = Total 18,087.58	
				New carpet tile for lower level of chamber	
4	09 68 13 00 0031 0407			For >200 To 400, Deduct	-\$320.65
			Installation	Quantity 275.00 x Unit Price -1.10 x Factor 1.0600 = Total -320.65	
5	09 68 16 00 0069		SY	38 Ounce, Heavy Traffic, Patterned, Nylon Broadloom Carpet	\$10,055.16
			Installation	Quantity 150.00 x Unit Price 51.01 x Factor 1.0600 = Total 8,110.59	
			Demolition	Quantity 150.00 x Unit Price 12.23 x Factor 1.0600 = Total 1,944.57	
				Carpet installation on circular steps and handicap ramp.	
6	09 68 16 00 0069 0418		RSR	For Installation On Stairs, Each Riser, Add	\$954.00
			Installation	Quantity 150.00 x Unit Price 6.00 x Factor 1.0600 = Total 954.00	
Subtotal for 09-Carpet					\$30,875.42
12-Re-Upholster Chairs					
7	12 52 19 00 0006			Re-Upholster Chairs by Angelas Carpet	\$46,080.00
			NPP Installation	Quantity 1.00 x Unit Price 36,000.00 x Factor 1.2800 = Total 46,080.00	
				Non-pre priced item for Angelas Carpet to haul 102 chairs off site, disassemble, re-upholster and bring back on site once flooring is complete.	
Subtotal for 12-Re-Upholster Chairs					\$46,080.00

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102629.00
Work Order Title: Parkland City Commission Flooring

Proposal Total	\$77,663.16
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 59.33%

Subcontractor Listing

Date: February 17, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
Work Order #: 102629.00
Owner PO #:
Title: Parkland City Commission Flooring
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$77,663.16

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Work Order Signature Document**EZIQC Contract No.: FL-SEA-GC02-041019-SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 101050.00

Work Order Date: 02/09/2022

Work Order Title: Parkland Pine Trails Park Natural Turf Replacement

Owner Name: Sourcewell - FL - Parkland

Contractor Name: Shiff Construction & Development, Inc.

Contact: Ryan Spradlin

Contact: Justen Shiff

Phone: 954-757-4149

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-SEA-GC02-041019-SCD.

Brief Work Order Description:

Pine Trails Park Natural Turf Replacement

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$99,270.13**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date



Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Ryan Spradlin
Sourcewell - FL - Parkland
6500 Parkside Drive
Parkland, FL 33067
954-757-4149

Date Printed: February 09, 2022

Work Order Number: 101050.00

Work Order Title: Parkland Pine Trails Park Natural Turf Replacement

Brief Scope: Pine Trails Park Natural Turf Replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Soccer Fields 4 & 5 at Pine Trails Park (37,500 Sq. Ft.) 1) Mark all irrigation heads, valve boxes etc. BY OWNER. 2) Strip existing turf using milling machine and haul to an off-site location. 3) Rototill existing profile. 4) Rough grade to tie into surrounding elevations. 5) Any irrigation repairs or modifications to be completed BY OWNER. 6) Finish laser level creating proper fall and tying into surrounding elevations. 7) Purchase, deliver and install Big Roll 419 Bermuda. 8) Roll sod with a double drum roller upon completion.

Subject to the terms and conditions of JOC Contract **FL-SEA-GC02-041019-SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	February 09, 2022	
Re:	IQC Master Contract #:	FL-SEA-GC02-041019-SCD
	Work Order #:	101050.00
	Owner PO #:	
	Title:	Parkland Pine Trails Park Natural Turf Replacement
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$99,270.13

Section - 01	\$42,686.88
Section - 32	\$56,583.25
Proposal Total	\$99,270.13

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: February 09, 2022

Re: IQC Master Contract #: FL-SEA-GC02-041019-SCD
Work Order #: 101050.00
Owner PO #:
Title: Parkland Pine Trails Park Natural Turf Replacement
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$99,270.13

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 23 00 0372		MO	6 To 11 CY Hydraulic Excavator With Full-Time Operator	\$42,686.88
			Installation	Quantity 1.00 x Unit Price 40,134.34 x Factor 1.0636 = Total 42,686.88	
Subtotal for Section - 01					\$42,686.88
Section - 32					
2	32 92 23 00 0005		MSF	>8,000 SF, Bermuda Sod, Installed On Level Ground	\$56,583.25
			Installation	Quantity 75.00 x Unit Price 709.33 x Factor 1.0636 = Total 56,583.25	
				Remove and replace 37,500 SF for fields 4 and 5.	
Subtotal for Section - 32					\$56,583.25
Proposal Total					\$99,270.13

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: February 09, 2022

Re: IQC Master Contract #: FL-SEA-GC02-041019-SCD
Work Order #: 101050.00
Owner PO #:
Title: Parkland Pine Trails Park Natural Turf Replacement
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$99,270.13

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

5 Simple Steps to Smarter Construction Procurement

Bring speed and efficiency to the construction procurement process with ezIQC®. Available through cooperative purchasing networks, ezIQC provides access to competitively awarded contractors. By following the simple steps below, ezIQC allows you to get your project started quickly.

Step 1



Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

Step 2



Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

Step 3



Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

Step 4



Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

Step 5



Purchase Order Issued

Once you are 100 percent satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.





CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.D.

TITLE:

Resolution 2022-018 - Grant Agreement between Florida Communities Trust (FCT) and the City of Parkland

A Resolution of the City Commission of the City of Parkland, Florida, approving the grant agreement with Florida Communities Trust for Florida Forever Grant Funding; authorizing the City Manager to execute the Agreement; authorizing the City Manager or designee to take all steps necessary and to execute all documents necessary to provide for the City's receipt of \$1,500,000 Grant Funding from Florida Communities Trust; providing for implementation and providing for an effective date.

SUBMITTED BY: Christopher Johnson, Anthony Soroka

ORIGIN OF REQUEST: Finance

MEETING GROUP: City Commission

STAFF RECOMMENDATION

Staff recommends approval of the Grant Agreement with the understanding that there are conditions that must be satisfied prior to the disbursement of funds, restrictions will be imposed on the development and use of the land, and site management requirements must be met.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Quality of Life Experiences

Goals & Actions by Strategy: Continue to be a pre-eminent city for parks and recreation programs

BACKGROUND & PURPOSE

In December 2019, the City finalized the \$6.4 million purchase of approximately 24 acres of vacant land (otherwise known as the Beasley property) adjacent to approximately 12 acres of existing City-owned land. The intent was to put together a parcel of land large enough to be a new park (36 Acre Park). The City submitted an application in December 2020 to the Florida Department of Environmental Protection's Florida Communities Trust Parks and Open Space grant program for reimbursement of \$1,500,000 of the acquisition cost.

During the April 2021 Strategic Planning session, the City Commission gave direction to develop the land into a park. A capital project was created and added to the Five-Year Capital Improvement Plan during the Fiscal Year 2022 budget process.

The Florida Communities Trust Governing Board recommended the City's application be funded and a Grant Agreement has been provided. The conditions of the Grant Agreement include:

- Develop the Project Site in accordance with the submitted grant application which requires:
 - At least four different types of recreational facilities (baseball field, soccer field, playground, courts, trail, ...)
 - A trail of at least ½ mile
 - Natural plantings of at least 1 acre
 - Improve the water quality/address flooding
 - Interpretive kiosks
 - Educational programs
- Open the developed Project Site to the public within 3 years of the date of the final disbursement of the FCT grant award.
- Record a new deed that contains covenants and restrictions sufficient to ensure that the use of the land complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated.

FISCAL IMPACT

The City is eligible to receive \$1,500,000 as reimbursement for the land acquisition costs already expended.

EXPIRATION OF CONTRACT

Three years after final disbursement date.

ATTACHMENTS

1. Resolution 2022-018 FCT Resolution.3.8.22
 2. 20-005-FF21_Pre-Acquired.Agreement.Final_Parkland_2022.2.7.3.7.22.clean
 3. 20-005-FF21_Attachment.A.Special.Audit.Requirements_Parkland_2022.1.19
-

RESOLUTION NO. 2022-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE GRANT AGREEMENT WITH FLORIDA COMMUNITIES TRUST FOR FLORIDA FOREVER GRANT FUNDING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL STEPS NECESSARY AND TO EXECUTE ALL DOCUMENTS NECESSARY TO PROVIDE FOR THE CITY'S RECEIPT OF \$1,500,000 GRANT FUNDING FROM FLORIDA COMMUNITIES TRUST; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 15, 2020, the City of Parkland (the City) submitted a grant application to the Florida Department of Environmental Protection in response to the Fiscal Year 2020-21 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program for the acquisition of land located at 8400 Nob Hill Road, Parkland, Florida (the Land); and

WHEREAS, at the April 2021 Strategic Planning session, the City Commission gave direction to develop the Land into a park; and

WHEREAS, a capital project was created and added to the Five-Year Capital Improvement Plan during the Fiscal Year 2022 budget process; and

WHEREAS, on October 29, 2021, the FCT Governing Board approved the grant application and awarded the City a \$1,500,000 reimbursement of acquisition costs; and

WHEREAS, the FCT Florida Forever grant award imposes terms and conditions on the acquired Land and the development and use of the Land, as specified in the Grant Agreement with FCT, attached as Exhibit "A" (the Grant Agreement); and

WHEREAS, the City Commission of the City of Parkland finds it in the best interest of the City to approve and authorize execution of the Grant Agreement, to authorize the City Manager or her designee to take all steps necessary and to execute all documents necessary for the City to receive the grant funding from FCT, and to authorize the City Manager or her designee to execute any amendments to the Grant Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission approves the Grant Agreement with Florida Communities Trust, attached as Exhibit “A”, and agrees to the restrictions therein imposed on the Land.

Section 3. The City Commission authorizes the City Manager to execute the Grant Agreement with Florida Communities Trust, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Commission authorizes and directs the City Manager and the appropriate City officials to do all things necessary to carry out the aims of this Resolution and fulfill the conditions set forth in the Grant Agreement that must be satisfied prior to the disbursement of FCT Florida Forever funds, including but not limited to execution of any documents necessary to fulfill such conditions.

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

PASSED AND ADOPTED THIS 16th DAY OF MARCH, 2022.

CITY OF PARKLAND, FLORIDA

RICHARD W. WALKER
MAYOR

ATTEST:

ALYSON MORALES, MMC
CITY CLERK

Record of the vote

Mayor Walker	_____
Vice Mayor Cutler	_____
Commissioner Brier	_____
Commissioner Isrow	_____
Commissioner Mayersohn	_____

Exhibit “A”

DEP AGREEMENT NUMBER: F2105
FCT PROJECT NUMBER: 20-005-FF21
PROJECT NAME: 36 ACRE PARK
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection (“Department”), and CITY OF PARKLAND, a Florida local government (“Recipient”). All capitalized terms are used as they are defined in Rule Chapters 62-818 and 62-819, Florida Administrative Code (“F.A.C.”).

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act (“Project Sites”). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (“F.S.”).

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule Chapter 62-818, F.A.C., sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule Chapter 62-819, F.A.C., sets forth the acquisition procedures.

WHEREAS, on October 29, 2021, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient’s Project (“Project”), described in an application submitted for evaluation, was selected for funding in accordance with Rule Chapter 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C., authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Twenty three and forty four hundredth percent (23.44%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **One Million Five Hundred Thousand dollars (\$1,500,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. below. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C. FCT will participate in the land cost at either the actual purchase price or the maximum amount, whichever is less, both subject to Rule 62-819.007, F.A.C. Additionally, pursuant to Rule 62-819.007, F.A.C., FCT will further adjust the dollar value of the FCT Award after determination of the maximum amount that may be paid for the Project based upon the appraisals approved by the Division of State Lands within the Department of Environmental Protection. By amendment to this Agreement, FCT may increase or decrease the Award based on the availability of FCT funds. Upon such adjustment, the term "Award" will mean the Award as adjusted.

3. If Recipient's Acquisition Costs exceed the amount indicated in the application, FCT's reimbursement will be limited to the amount or percentage estimated in the application.

4. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-

1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

5. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

6. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

7. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

8. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

9. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

10. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

11. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

12. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

13. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

14. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired Project Sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

15. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rule Chapters 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Sherri Toop or Successors
Organization: City of Parkland
Title: Budget & Grants Manager
Address: 6600 University Drive
Parkland, FL 33067-2500
Telephone: 954-757-4181
E-mail: stoops@cityofparkland.org

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Nancy Morando or Successor
Organization: City of Parkland
Title: City Manager
Address: 6600 University Drive
Parkland, FL 33067-2500
Telephone: 954-757-4123
Facsimile: 954-341-5161
E-mail: nmorando@cityofparkland.org

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-1521506**.

VI. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C., to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Rule Chapters 62-819 and 18-1, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.
- c. A statement of the total Project Costs as defined in Rule Chapter 62-818, F.A.C.
- d. A statement of the amount of the FCT Award being requested.

e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Rule Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

VII. REIMBURSEMENT REQUIREMENTS

The Recipient must submit the following documents to FCT in order for FCT to disburse the grant funds:

1. Documents associated with acquisition of the parcel(s):

a. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Beasley FM Acquisition Corp.

b. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

c. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C.

e. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Rule Chapter 62-819, F.A.C., and is dated within ninety (90) days of the date the Recipient acquired the parcels.

f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

g. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and

Materials (“ASTM”) Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

2. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Planner and be in a detail sufficient for a proper pre-audit and post-audit thereof.

3. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

4. The Recipient must provide the appraisal(s) and the remainder of the required documents to FCT for review by a date not to exceed ninety (90) days after the execution of this Agreement unless the Recipient requests an extension. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Rule Chapters 62-818 and 62-819, F.A.C.

5. Upon FCT’s approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VIII, IX, and X herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient’s purpose for acquiring the Project Site and a prioritized list of management objectives.

c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A description of all proposed uses including existing and proposed physical improvements.

- e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources.
- h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
- i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.
- l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement as approved by FCT between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other

fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

IX. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least four recreational facilities such as a baseball fields, multi-purpose fields, a playground, and a court for either volleyball or basketball. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail. A water fountain must be provided at the trailhead or along the trail.

4. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

5. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

6. Education Programs - The Recipient must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

7. Vegetative Enhancement - The Recipient must plant approximately (1) acres of disturbed uplands with native vegetation.

8. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

X. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. ***The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”) upon failure to comply with any of the covenants and restrictions, as further described below.***

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT’s position that all curing activities must be completed within one hundred twenty (120) days of the Recipient’s notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient’s request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

XI. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.
2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.
3. Following the acquisition of the Project Site, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment must be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.
4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.
5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipient will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.
2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:
 - a. Any sale or lease of any interest in the Project Site.
 - b. The operation of any concession on the Project Site without FCT approval.
 - c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.
 - d. Any use of the Project Site other than use by the public.

e. A management contract for the Project Site without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements. Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XIV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies, and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph IX.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XV. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records

to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT 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.

c. Recipient must identify and ensure that all 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 Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

XVI. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XVIII. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient maintains insurance to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: CITY OF PARKLAND
a Florida local government

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

By: _____
Secretary or designee

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/	
Type	Number	Description (include number of pages)

Attachment	A	Special Audit Requirements (5 Pages)
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ATTACHMENT A

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
3710	Florida Forever Trust Fund	2021	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	\$1,500,000.00	084112

				Total Award	\$1,500,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.E.

TITLE: Discussion and Potential Action Regarding Florida Senate Bill 224/House Bill 105 (Regulation of Smoking)

SUBMITTED BY: Anthony Soroka

ORIGIN OF REQUEST: City Commission

MEETING GROUP: City Commission

STAFF RECOMMENDATION

N/A

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Intergovernmental Engagement

Goals & Actions by Strategy: Maintain a safe community

BACKGROUND & PURPOSE

Florida Senate Bill 224 and House Bill 105, which were filed in the 2022 legislative session, if enacted, would authorize municipalities to regulate smoking on public beaches and in public parks (except for restrictions on the smoking of unfiltered cigars). The Committee Substitute for HB 105 (enclosed) has been passed by both the Florida House and Senate.

FISCAL IMPACT

N/A

EXPIRATION OF CONTRACT

N/A

ATTACHMENTS

1. CS HB105
-

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

1
2 An act relating to the regulation of smoking by
3 counties and municipalities; revising the title of
4 part II of ch. 386, F.S.; amending s. 386.201, F.S.;
5 revising a short title; amending s. 386.209, F.S.;
6 authorizing counties and municipalities to further
7 restrict smoking within the boundaries of public
8 beaches and public parks under certain circumstances;
9 providing an exception; amending ss. 381.84 and
10 386.211, F.S.; conforming provisions to changes made
11 by the act; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Part II of chapter 386, Florida Statutes,
16 entitled "INDOOR AIR: SMOKING AND VAPING," is renamed "SMOKING
17 AND VAPING."

18 Section 2. Section 386.201, Florida Statutes, is amended
19 to read:

20 386.201 Short title ~~Popular name~~.—This part may be cited
21 as ~~by the popular name~~ the "Florida Clean ~~Indoor~~ Air Act."

22 Section 3. Section 386.209, Florida Statutes, is amended
23 to read:

24 386.209 Regulation of smoking preempted to state.—This
25 part expressly preempts regulation of smoking to the state and

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

26 supersedes any county or municipal ~~municipal or county~~ ordinance
27 on the subject; however, counties and municipalities may further
28 restrict smoking within the boundaries of any public beaches and
29 public parks that they own, except that they may not further
30 restrict the smoking of unfiltered cigars. A municipality may
31 further restrict smoking within the boundaries of public beaches
32 and public parks that are within its jurisdiction but are owned
33 by the county, unless such restriction conflicts with a county
34 ordinance, except that they may not further restrict the smoking
35 of unfiltered cigars. School districts may further restrict
36 smoking by persons on school district property. This section
37 does not preclude the adoption of county or municipal ~~municipal~~
38 ~~or county~~ ordinances that impose more restrictive regulation on
39 the use of vapor-generating devices than is provided in this
40 part.

41 Section 4. Paragraph (h) of subsection (3) of section
42 381.84, Florida Statutes, is amended to read:

43 381.84 Comprehensive Statewide Tobacco Education and Use
44 Prevention Program.—

45 (3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department
46 shall conduct a comprehensive, statewide tobacco education and
47 use prevention program consistent with the recommendations for
48 effective program components contained in the 1999 Best
49 Practices for Comprehensive Tobacco Control Programs of the CDC,
50 as amended by the CDC. The program shall include the following

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

51 components, each of which shall focus on educating people,
52 particularly youth and their parents, about the health hazards
53 of tobacco and discouraging the use of tobacco:

54 (h) *Enforcement and awareness of related laws.*—In
55 coordination with the Department of Business and Professional
56 Regulation, the program shall monitor the enforcement of laws,
57 rules, and policies prohibiting the sale or other provision of
58 tobacco to minors, as well as the continued enforcement of the
59 Florida Clean ~~Indoor~~ Air Act prescribed in chapter 386. The
60 advertisements produced in accordance with paragraph (a) may
61 also include information designed to make the public aware of
62 these related laws and rules. The departments may enter into
63 interagency agreements to carry out this program component.

64 Section 5. Section 386.211, Florida Statutes, is amended
65 to read:

66 386.211 Public announcements in mass transportation
67 terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act
68 shall be made regularly over public address systems in terminals
69 of public transportation carriers located in metropolitan
70 statistical areas with populations over 230,000 according to the
71 latest census. These announcements shall be made at least every
72 30 minutes and shall be made in appropriate languages. Each
73 announcement must include a statement to the effect that Florida
74 is a clean ~~indoor~~ air state and that smoking and vaping are
75 prohibited except as provided in this part.

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

76 | Section 6. This act shall take effect July 1, 2022. |



CITY OF PARKLAND

Meeting: Wednesday, March 16, 2022

AGENDA SUMMARY

Regular Agenda

Agenda Item: 10.F.

TITLE: City Clerk Contract Amendment

SUBMITTED BY: Jackie Wehmeyer

ORIGIN OF REQUEST: Human Resources

MEETING GROUP: City Commission

STAFF RECOMMENDATION

Staff recommends approval.

STRATEGIC PLAN

Strategy: Effective and Efficient Government

Goals & Actions by Strategy:

BACKGROUND & PURPOSE

Section 6.01 of the City Charter provides that the City Commission may appoint a City Clerk who shall serve at the pleasure of the City Commission. On February 19, 2020, the City Commission of the City of Parkland (the "City") appointed Alyson Morales to serve as the City Clerk and authorized execution of an employment contract with Ms. Morales for City Clerk services commencing March 9, 2020 (the "Contract")

The City Clerk has been employed by the City of Parkland for two years and works under the Contract for the City Commission as a Charter Officer. Any amendments to the Contract require approval by the City Commission. On March 2, 2022, the City Commission authorized and directed the Senior Director of Strategy & Intergovernmental Affairs and the City Attorney to negotiate an amendment to the City Clerk's employment contract. The enclosed Amendment to the Contract increases the annual compensation to be provided to the City Clerk, effective March 9, 2022. The annual compensation amount provided for in the Amendment (\$115,000) includes the increase authorized by the City Commission on March 2, 2022, as part of Ms. Morales's performance review. All other terms and conditions of the Contract remain the same.

FISCAL IMPACT

EXPIRATION OF CONTRACT

The City Clerk serves at the pleasure of the City Commission pursuant to the terms of the Contract.

ATTACHMENTS

1. Morales contract amendment 3.10.22v.2
-

AMENDMENT TO EMPLOYMENT CONTRACT

THIS AMENDMENT TO EMPLOYMENT CONTRACT ("Amendment") is made and entered into on March 16, 2022, by and between the CITY OF PARKLAND, a Florida municipal corporation, (the "CITY") and ALYSON MORALES (the "CITY CLERK").

WHEREAS, on February 19, 2020, the City Commission of the CITY appointed Alyson Morales to serve as the City Clerk and authorized execution of an employment contract with Ms. Morales for City Clerk services commencing March 9, 2020 (the "Contract"); and

WHEREAS, the parties desire to amend the Contract to provide an adjustment to the annual compensation to be provided to the City Clerk, effective March 9, 2022; and

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

Section 1. The above recitals are acknowledged as true and correct and are incorporated herein.

Section 2. Section 1.2 of the Contract is hereby amended, effective as of March 9, 2022, to read as follows:

- 1.2 To pay and to compensate the CITY CLERK the sum of ONE HUNDRED FIFTEEN THOUSAND (\$115,000.00) DOLLARS annually in accordance with the regularly scheduled method of compensation for other municipal employees. Thereafter, the City Commission shall annually undertake to review the CITY CLERK's performance hereunder and the City Commission may grant such salary increase(s), if any, that the City Commission, in its sole discretion, deems appropriate. In addition, to any such increase, the CITY further agrees to pay the CITY CLERK a Cost of Living Adjustment ("COLA") in the same manner and amount as any COLA given to other City employees. If City employees do not receive a COLA, the CITY CLERK shall not receive a COLA.

Section 3. The CITY and the CITY CLERK agree that the compensation adjustment provided for in this Amendment includes the salary increase authorized by the City Commission on March 2, 2022, as part of the CITY CLERK's performance review. The next annual performance review for the CITY CLERK under the Contract shall not occur until March 2023.

Section 4. All other conditions and terms of the original Contract, not specifically amended herein or by this Amendment, shall remain in full force and effect.

Section 5. This Amendment shall be effective upon the execution by both parties; provided, however, that the provision in Section 2 of this Amendment shall be effective as of March 9, 2022.

AMENDMENT TO EMPLOYMENT CONTRACT

IN WITNESS WHEREOF, the parties have made and executed this Amendment on the date provided in the first paragraph of this Amendment.

CITY:

CITY CLERK

MAYOR RICHARD WALKER

ALYSON MORALES

Date: _____

Date: _____

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY