The City of

Boynton Beach

City Commission Agenda

Tuesday, September 2, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

---

1. **Openings**

A. Call to Order - Vice Mayor Woodrow Hay
Roll Call.

Invocation by Vice Mayor Woodrow Hay.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

3. **Announcements, Community and Special Events And Presentations**

A. State of Education Report by District 4 School Board Member Erica Whitfield.
District 4 School Board Member Erica Whitfield will give a report on the State of Education.

B. Proclamation- Hunger Action Month.
Read and present the proclamation to Feeding South Florida, naming September 2025 as Hunger Action Month. The proclamation will be accepted by Allyson Vaulx, from Feeding South Florida.

C. Presentation by The Veterans of Foreign Wars Post 5335 of Boynton Beach.
The Veterans of Foreign Wars Post 5335 of Boynton Beach will be presenting a framed, crocheted American flag to the City of Boynton Beach in appreciation for the city's support of the local veteran community.

D. Announcement of the Boynton Beach Senior Prom on Friday, Sept. 12.
The Boynton Beach Recreation and Parks Department and Senior Advisory Board are co-hosting Senior Prom 2025. This event will be held at 6 p.m. Friday, Sept. 12, at the Historic Boynton Woman's Club, 1010 S. Federal Highway. Whether you're single or attending as a couple, everyone age 55 and over is welcome to enjoy a night filled with music, dancing and light refreshments. Tickets are $10 for residents and $15 for non-residents. For more information, visit the City of Boynton Beach website, boynton-beach.org, or the Senior Prom event page on Facebook.

E. Announcement of the City of Boynton Beach 9/11 Memorial ceremony.
The City of Boynton Beach will host a 9/11 Memorial ceremony at 8 a.m. Thursday, September 11, 2025. This commemoration will be held at Centennial Park, 120 E. Ocean Ave., in recognition of the 24th anniversary of the tragic events of September 11, 2001. The ceremony will honor the victims who lost their lives, the bravery of the first responders killed responding to the attack and the resilience demonstrated by the United States in the face of adversity. This event is free and open to the public.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute

presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

   A. Advisory Board Appointments (Tabled at the July 15, 2025, August 5, 2025, and August 19, 2025, Meetings.)
   City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

   B. Community Support Funds.
   Approve Community Support Fund request from Vice Mayor Hay and Commissioner Kelley.

6. **Consent Agenda**

   A. Proposed Resolution No. R25-228 - Approve transmittal of the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2022-2023, and authorize the Mayor to sign the corresponding Local Housing Certification.
   Staff recommends the approval of Proposed Resolution No. R25-228.

   B. Proposed Resolution No. R25-229- Approve a First Amendment to the Subrecipient Agreement between the City and Boynton Beach Faith Based Community Development Corporation, Inc. for Owner-Occupied Limited Housing Rehabilitation Program extending the term of the Agreement through December 31, 2025.

   Staff recommends the approval of Proposed Resolution No. R25-229.

   C. Proposed Resolution No. R25-230- Approving Community Development Block Grant Subaward Agreements between the City and Pathways to Prosperity, Inc., Feeding South Florida, Inc., Legal Aid Society of Palm Beach County, Inc., and Sea Turtle Adventures, Inc. for fiscal year 2025.
   Staff recommends the approval of Proposed Resolution No. R25-230.

   D. Proposed Resolution No. R25-231- Authorizing the City Commission to set rates, fees, and charges for Water, Wastewater, Stormwater, and Reuse Water, for the upcoming Fiscal Year 2025-26 and adopting preliminary rates through 2028-2029.
   Staff recommends approval of Resolution No. R25-231.

   E. Proposed Resolution No. R25-232- Approve and authorize the Mayor to accept a Letter of Intent (LOI) from Affiliated Development, authorize the Mayor to execute the LOI, the purchase and sale agreement, a deed, and any other documents necessary to convey a 5' x 45' sliver of property owned by the City, situated at the southeast corner of NE 1st Avenue and NE 4th Street.

   Staff recommends approval of Proposed Resolution No. R25-232.

   F. Commission Meeting Minutes.
   Approve minutes from the August 5, 2025, City Commission Meeting.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-233- Award Invitation to Bid No. 25-071B for Coquina Cove Drainage Improvement Project to Southern Underground Industries, Inc. and approve the Agreement between the City and Southern Underground Industries, Inc. in the amount of $5,872,846 with an additional 10% contingency in the amount of $587,284.60 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $6,460,130.60. Additionally, approve a budget transfer to allocate sufficient funding for this project.

City staff recommends approval of Proposed Resolution No. R25-233.

B. Proposed Resolution No. R25-234- Approve amendment to the original Sole Source agreement with Barney's Pumps, Inc. with an increase of $100,000, resulting in the new not-to-exceed amount of $500,000 annually to allow the City to save tax savings as part of a direct owner purchase.
Staff recommends approval of Proposed Resolution No.R25-234.

C. Proposed Resolution No. R25-235- Authorize the Mayor to execute the Interlocal Agreement (ILA) with the North Central Texas Council of Governments (TxShare) Â Proposed Resolution No. R25-236- Approve Piggyback Purchase through TxShare by Executing Interlocal Agreement for Roadway Evaluation Services with IMS Infrastructure in an amount not to exceed $35,725.00 (REQ 90742)
Staff recommends approval of Proposed Resolution No. R25-235 and R25-236.

D. Proposed Resolution No. R25-237- Approve a Single Source Agreement with Sages Networks, Inc. for Electronic Plan Review, Permitting, Mobile Inspections, and Code Enforcement software not to exceed $200,000 per year for a three (3) year term commencing on September 15, 2025, through September 14, 2028.

Staff recommends approval of Proposed Resolution No. R25-237.

E. Proposed Resolution No. R25-238- Approving an increase in the annual expenditure from $2,400,000 to $3,680,000 for Asphalt Repair and Resurfacing Services provided by Atlantic Southern Paving and All County Paving.
Staff recommends approval of Proposed Resolution No. R25-238.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-012- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Section 16-44 of the City Code of Ordinances Entitled "Gambling"; providing for codification; conflicts; severability; and an effective date.

Staff recommends approval of Proposed Ordinance No. 25-012.

B. Proposed Ordinance No. 25-014- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XII, Section 15-128 through 15-133 of Chapter 15 of the City Code of Ordinances, which established and revised the prohibition of loitering in the City of Boynton Beach; providing for codification; conflicts; severability; and an effective date.

Staff recommends approval of Proposed Ordinance No. 25-014, on Second Reading.

C. Proposed Ordinance No. 25-015- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 10, Article III, entitled "Abandoned Property" by repealing Article III in its entirety and replacing it with a new Article III entitled "Abandoned Property;" amending Chapter 12 entitled "reserved" by renaming it "Foreclosed, Vacant, and Unimproved Property Registration Program" and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-015, on Second Reading.

D. Proposed Ordinance No. 25-017- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting errors in the legal descriptions contained in Ordinance 23-006 approving the abandonment of the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"); authorizing the City Manager to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Ordinance No. 25-017, on Second Reading

E. Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.
Staff recommends the approval of Proposed Ordinance No. 25-018, on Second Reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Proposed Ordinance No. 25-021- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 15, Article I, Section 15-19 "Non-Smoking Areas" of the City's Code of Ordinances; providing for conflicts, severability, codification, and an effective date.
Staff recommends approval of Proposed Ordinance No. 25-021 on First Reading.

B. Capital Improvement Plan quarterly project update.
Fiscal Year 24-25 Capital Improvement Plan Quarterly project update presented by Rick Hoffer, Assistant Director of Public Works.

11. **Future Agenda Items**

A. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

B. Discussion regarding Citywide Master Plan to light up the City.- **TBD**
Requested by Commissioner Turkin.

C. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

D. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

E. Discussion regarding combining City properties together to create senior affordable housing.**- TBD**
Requested by Vice Mayor Hay.

F. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

G. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.**- TBD**
Discussion requested by Commissioner Thomas Turkin.

H. Update on the City's Strategic Planning efforts. **- TBD**
Update requested by Commission Woodrow Hay.

I. Discussion regarding bulk trash pickup. **- TBD**
Discussion requested by Commissioner Angela Cruz.

J. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- TBD**
Requested by Commissioner Cruz.

K. Follow-up report on the State of Florida DOGE request.- **TBD**
Staff will provide an update to the City Commission regarding the State of Florida DOGE request.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proclamation- Hunger Action Month.

Requested Action: Read and present the proclamation to Feeding South Florida, naming September 2025 as Hunger Action Month. The proclamation will be accepted by Allyson Vaulx, from Feeding South Florida.

Explanation of Request:

Feeding South Florida works in your community to address hunger and food insecurity. We are preparing for Hunger Action Month in September; a time when food banks nationwide “Go Orange” and inspire our communities to take action, raising awareness of hunger.

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Hunger Action Month Proclamation.docx

City of Boynton Beach

Proclamation

WHEREAS: since 1981, Feeding South Florida® has worked to end hunger in the City of Boynton Beach by providing our community in need with immediate access to nutritious food.

WHEREAS: hunger does not discriminate. It knows no race, religion, or age. In South Florida, approximately one million individuals face hunger. Food should not be an impossible choice for the community of the City of Boynton Beach.

WHEREAS: Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being.

WHEREAS: the City of Boynton Beach is therefore committed to supporting Feeding South Florida, so that together we can achieve a hunger-free South Florida.

NOW THEREFORE: be it resolved that I, Commissioner Aimee Kelley, and Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim September Two Thousand Twenty-Five, as:

Hunger Action Month

and call upon the good people of the City of Boynton Beach to join us in supporting Feeding South Florida during this month of action!

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 2nd day of September Two Thousand Twenty-Five.

_____
Aimee Kelley, City Commissioner District IV

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Presentation by The Veterans of Foreign Wars Post 5335 of Boynton Beach.

Requested Action: The Veterans of Foreign Wars Post 5335 of Boynton Beach will be presenting a framed, crocheted American flag to the City of Boynton Beach in appreciation for the city's support of the local veteran community.

Explanation of Request: The flag had hung in the VFW building, which was recently sold, for years. VFW officers said the donation "seemed appropriate considering all the city has done for the veterans in our community." The flag was hand-made by the wife of a VFW Post 5335 member.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Announcement of the Boynton Beach Senior Prom on Friday, Sept. 12.

Requested Action: The Boynton Beach Recreation and Parks Department and Senior Advisory Board are co-hosting Senior Prom 2025. This event will be held at 6 p.m. Friday, Sept. 12, at the Historic Boynton Woman's Club, 1010 S. Federal Highway. Whether you're single or attending as a couple, everyone age 55 and over is welcome to enjoy a night filled with music, dancing and light refreshments. Tickets are $10 for residents and $15 for non-residents. For more information, visit the City of Boynton Beach website, boynton-beach.org, or the Senior Prom event page on Facebook.

Explanation of Request: The Boynton Beach Senior Prom is a collaboration between the Senior Advisory Board and the Recreation and Parks Department.

How will this affect city programs or services? N/A

Budgeted Item: Yes

Account Line Item and Description: 17227125724917 - Other Contractual Services

---

Attachments:
Senior_Prom_Flyer__1_.pdf

SENIOR PROM

Residents $10 | Non-Residents $15

Friday, September 12th

6pm-9pm

*Dancing
*Music
*Light Refreshments
Attire: Business Casual

Boynton Woman's Club

1010 Federal Highway

SINGLES AND COUPLES AGES 55+ WELCOME!

This event is a partnership between the City of Boynton Beach and the Senior Advisory Board

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Announcement of the City of Boynton Beach 9/11 Memorial ceremony.

Requested Action: The City of Boynton Beach will host a 9/11 Memorial ceremony at 8 a.m. Thursday, September 11, 2025. This commemoration will be held at Centennial Park, 120 E. Ocean Ave., in recognition of the 24th anniversary of the tragic events of September 11, 2001. The ceremony will honor the victims who lost their lives, the bravery of the first responders killed responding to the attack and the resilience demonstrated by the United States in the face of adversity. This event is free and open to the public.

Explanation of Request: This event is a collaboration between the Events Division and the Recreation and Parks Department.

Budgeted Item: Yes

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Advisory Board Appointments (Tabled at the July 15, 2025, August 5, 2025, and August 19, 2025, Meetings.)

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_September 2 2025.docx
Robin Kurtzman - Art Advisory Board.pdf
Charlie Holder - Building Board of Adjustment and Apeals.pdf
Johanna Zehenter - Art Advisory Board.pdf
Barbara Ready - Historic Resources Preservation Board.pdf
Michael Wilson - Historic Resources Preservation Board.pdf
Abhi Kanthan Historic Resources Preservation Board.pdf
Dennis Mormile - Senior Advisory Board.pdf
Mark Stephenson - Senior Advisory Board.pdf

Advisory Board Vacancies September 2, 2025

Art Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

IV	Kelley	Alternate	Vacant

Applicants: Robin Kurtzman
Johanna Zehentner

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
I	Cruz	Alternate	Vacant

Applicant: Charlie Holder

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

Mayor	Shelton	Student	Vacant
I	Cruz	Student	Vacant
Vice Mayor	Hay	Student	Vacant

Applicants: None

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
Vice Mayor	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
IV	Kelley	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants:	Abhi Kanthan	
	Barbara Ready	seeking waiver for fourth term
	Michael Wilson	seeking waiver for fourth term

Library Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant

Applicants: None

Senior Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Hay	Regular	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants: Dennis Mormile
Mark Stephenson

Advisory Board Vacancies September 2, 2025

Applications Received:

08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
6/11/25	Mark Karageorge	CRAB	No vacancies Applicant notified via email 6/16/25
4/06/25	Deborah Tarca	CRAB	No vacancies Applicant notified via email 4/18/25

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/19/2025

First Name *

Robin

Last Name *

Kurtzman

Phone Number *

813 361 6658

Email *

rkpartner@aol.com

Date of Birth *

5/1/1956

Street Address *

130 NE 26th Ave

Street Address 2

202

City *

Boynton Beach

State *

FLL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Design Director

Education

BA Degree Mass Communications/Advertising

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

Yes No

If Yes, Name of Business

Are you currently serving on a City board? *

Yes No

Have you served on a City board in the past? *

Yes No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

Yes No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

Yes No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I have always been involved with the cultural arts and my career centered around this. I owned an advertising and marketing agency, productionpartnersinc.com and my creative vision played a strong presence in our success.

My husband is an artist and we were part of the weekend art show circuit for many years. It not only brought us income, but allowed us to meet other art minded individuals, and make new contacts.

He was the first artist selected for the Tampa Bay Tour of Turtles, a community art project that featured huge fiberglass Loggerhead sea turtles decorated by artists and displayed. I managed his on-site painting exhibitions, and final installation at Clearwater Beach.

I have bountiful creative ideas with the personality and skills to get things done. I would be proud to be part of the Boynton Beach art community to bring some smiles and talent to our eclectic paradise.

Creativity is intelligence having fun. Let’s help one another to create a vibrant art presence.

Thank you very much for your consideration. How soon can I get out my crayons?

Robin

Professional Memberships *

Please list any professional memberships

American Advertising Federation, Member
ADDY Awards, Judge
Project Return non-profit, President, Board of Directors
The AIDS Institute, Board Member
VRG Condo Assoc., Vice President, Board of Directors

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (●) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/27/2025

First Name *

Charlie

Last Name *

Holder

Phone Number *

7752248158

Email *

charlieholder28@gmail.com

Date of Birth *

2/28/2003

Street Address *

11211 South Military Trail

Street Address 2

Apt #1922

City *

Boynton Beach

State *

Florida

Zip Code *

33436

Country *

United States

Current occupation or, if retired prior occupation

CEO Tree Branch Entertainment

Education

BA in Computer Science

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Tree Branch Entertainment

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Building Board of Adjustments & Appeals

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I am currently completing a Bachelor of Arts in Computer Science at Florida Atlantic University, where I have built strong analytical, problem-solving, and technical skills that support decision-making in complex situations. Through my role as Chief Executive Officer of Tree Branch Entertainment, I manage budgets, contracts, and compliance issues, giving me practical experience in organizational oversight and evaluating details with fairness and accountability.

I have also led community-focused projects, including environmental advocacy work, which required me to balance regulatory considerations, safety, and the needs of stakeholders. My ability to review information critically, interpret guidelines, and make objective decisions aligns with the responsibilities of the Building Board of Adjustments and Appeals.

I believe my background in leadership, technology, and community engagement combined with a strong commitment to public service would make me a valuable addition to the Board.

Professional Memberships *

Please list any professional memberships

Florida Atlantic University, College of Engineering and Computer Science (Undergraduate Student Member)
Alpha Tau Omega- President
Interfraternity Council- Vice President of Programming

Attachments

Feel free to attach/upload an extra sheet or resume.

CharlieHolder__Resume.pdf 65.4KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Charlie Holder
|P: (775-224-8158) |E: charlieholder28@gmail.com|

EDUCATION
Florida Atlantic University, Bachelor of Arts in Computer Science, (Exp: December 2025)

RECENT EXPERIENCE
Chief Executive Officer, Tree Branch Entertainment (April 2025-Present)
Founded and manage an entertainment and consulting company, overseeing financial strategy, operations, and data analytics services.
Data Analyst, Palm Beach Accountable Care Organization (December 2024-August 2025)
Developed interactive dashboards in Excel/Power BI for healthcare performance metrics.
Automated data cleaning processes with SQL queries and Python scripts.
Supported quality improvement projects that reduced reporting time by streamlining data workflows.

SKILLS
SQL (HackerRank Certified), Python (HackerRank Certified), Excel, PowerBI.

LEADERSHIP
President, Alpha Tau Omega (August 2023- January 2025; May 2025- Present)
Vice President of Programming, Interfraternity Council(January 2025- Present)
Special Interest Chairman, Alpha Tau Omega(January 2025- May 2025)
Student Leadership Ambassador, FAU Elite Owls (August 2023- May 2024)
President and Founder, Mediated Minds (February 2023- January 2025)
National Communications Coordinator, Resident Student Association (August 2023- May 2024)
President, FAU IVA Community Council(January 2023- May 2023)
House of Representatives, FAU Student Government (February 2023- August 2023)
Vice President, Students of Peace (August 2022- May 2023)
Risk Management Officer, FAU Golf Club (August 2022-January 2023)
Rugby, FAU Athletics (August 2022- May 2024)

AWARDS
FAU Mental Health Advocate of the Year, FAU Student Organization Member of the Year

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/21/2025

First Name *

Johanna Zehentner

Last Name *

Johanna Zehentner

Phone Number *

6316723317

Email *

bigpictureads@gmail.com

Date of Birth *

5/24/1974

Street Address *

22 las flores

Street Address 2

22 las flores

City *

Boynton beach

State *

fl

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Owner So Flo Finds Vintage. OWNER, Big Picture Advertising marketing agency

Education

Some college courses

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

- (•) Yes
- ( ) No

Do you own/manage a business within City limits? *

- ( ) Yes
- (•) No

If Yes, Name of Business

Are you currently serving on a City board? *

- ( ) Yes
- (•) No

Have you served on a City board in the past? *

- ( ) Yes
- (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

- ( ) Yes
- (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

- (•) Yes
- ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

Hello, as the owner of a marketing agency, i have a keen eye for detail and aesthetics. As owner of a small business in Delray Beach, that focuses on art and antiques, I am able to offer my skills to the board.

Professional Memberships *

Please list any professional memberships

None

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/11/2025

First Name *

BARBARA

Last Name *

READY

Phone Number *

5613135185

Email *

fiveready@AOL.COM

Date of Birth *

3/4/1953

Street Address *

34001 BAEZ BAY

Street Address 2

City *

BOYNTON BEACH

State *

FL

Zip Code *

33436

Country *

United States

Current occupation or, if retired prior occupation

BANKING

Education

AA

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

Do you own/manage a business within City limits? *

Yes No

If Yes, Name of Business

Are you currently serving on a City board? *

Yes No

Have you served on a City board in the past? *

Yes No

If Yes, which board(s) and when?

EDUCATION ADVISORY BOARD 2 YEARS
ART IN PUBLIC PLACES 2005-2012 (CHAIR '06-'12)
HISTORIC RESOURCES PRESERVATION BOARD 2011- NOW (CHAIR '13-NOW)

Have you ever been convicted of a crime? *

Yes No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

Yes No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

AFTER 40 YEARS OF VOLUNTEERING IN BOYNTON BEACH, I AM PROFICIENT IN VOLUNTEER MANAGEMENT, PROJECT MANAGEMENT, EVENT PLANNING AND MANAGEMENT, STRATEGIC COMMUNICATION, ORGANIZATIONAL SKILLS AND COMMUNITY OUTREACH. I'VE DONE 10 YEARS AS A PTA PRESIDENT AT FOREST PARK AND CONGRESS MIDDLE; SCHOOL IMPROVEMENT BOARDS AT FOREST PARK, CONGRESS, ATLANTIC HS, AND BB HS. I CONVINCED THE 2009 BB CITY COMMISSION TO LET ME CREATE AN AD HOC COMMITTEE WHICH WROTE THE CITY'S HISTORIC PRESERVATION ORDINANCE, DESIGNED THE QUASI-JUDICIAL HP PROGRAM, AND CONVINCED THE COMM TO HIRE A FULLTIME HP PLANNER.

Professional Memberships *

Please list any professional memberships

I SAT ON THE EAST BB LITTLE LEAGUE BOARD FOR 10 YEARS. I COACHED MY DAUGHTER'S SOFTBALL TEAM FOR 7 YEARS. RAN THE CONCESSION STAND FOR 6 YEARS. EBBLL HONORED ME WITH A "LIFETIME BOARD MEMBERSHIP" WHEN I LEFT.
BOYNTON BEACH HISTORICAL SOCIETY HONORED ME WITH AN ACHIEVEMENT AWARD AFTER I SUCCESSFULLY LED THE FIGHT TO SAVE THE 1927 BOYNTON HIGH SCHOOL, WHICH IS NOW A BEAUTIFUL AND VALUABLE ASSET AS THE CULTURAL CENTER FOR THE CITY. i CURRENTLY SIT ON THE BB HISTORICAL SOCIETY BOARD AS ITS PRESIDENT.

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/14/2025

First Name *

Michael

Last Name *

Wilson

Phone Number *

5612601296

Email *

projects@landtoseaphotography.com

Date of Birth *

2/26/1963

Street Address *

1224 Isle Ct

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Owner photography and drone media company

Education

Associate degree

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Land to Sea Photography

Are you currently serving on a City board? *

(•) Yes ( ) No

Have you served on a City board in the past? *

(•) Yes ( ) No

If Yes, which board(s) and when?

Historic Resources Preservation Board - current

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I have lived in Boynton Beach most of my life and have researched the city's history extensively; some of which has been provided in the past to the Boynton Beach Historical Society, the Historic Boynton Beach group, as well as the Boynton Beach City Library Archives.. Since moving here as a child I have had a passion for the City's rich history and would like to continue that through continuing to serve on the HRP Board. Thank you for your consideration.

Professional Memberships *

Please list any professional memberships

Member Historical Society of the Palm Beaches
Member Boynton Beach Historical Society

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

(•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

5/30/2025

First Name *

Abhi

Last Name *

Kanthan

Phone Number *

5619004815

Email *

abhi@kanthandesign.com

Date of Birth *

10/22/1990

Street Address *

631 Potter Road

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Architect

Education

Accelerated 5-Year Professional Bachelor's Degree (N.A.A.B. Accredited)

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Kanthan Design Corporation

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

As Chief Executive Officer, Abhi Kanthan is the cornerstone of Kanthan Design Corporation (www.kanthandesign.com). He has a reputation as a successful, award-winning, and innovative design professional. Mr. Kanthan has proven his efficient Design Process numerous times and always strives for ambitious development within all his Associates.

.

Mr. Kanthan also enjoys Entrepreneurship and is a Co-Founder of Kanthan Realty Corporation (www.kanthanrealty.com), a Real Estate Brokerage that caters to Ultra-HNW, HNW clients and Large-Scale Capital Investments. The Company is known for its ability to maintain Clarity, Transparency, and a high level of Discretion for its discerning Clients as well as the Efficiency of its Transactions.

.

Mr. Kanthan has been involved in hundreds of complex design projects and transactions in the Architecture, Engineering, and Construction (AEC) industry over the past decade. His dedication and perseverance towards his goals and ideals as an individual have been the same standards that Kanthan Design Corporation & Kanthan Realty Corporation have built themselves on - a stellar combination of success that consistently brings Value and Growth to both Industries.

Professional Memberships *

Please list any professional memberships

Professional Credentials:
Registered Architect | Florida, AR98097
Registered Architect | New York, 044101
Registered Architect | Pennsylvania, RA407852
Registered Interior Designer | Florida, ID6685
AIA | Inducted on March 21, 2017
NCARB | Inducted on July 16, 2016
Tau Sigma Delta | Inducted in 2013
.
Education: Bachelor of Architecture, Florida Atlantic University, Major in Architecture

Attachments

Feel free to attach/upload an extra sheet or resume.

_RESUME_Abhi Kanthan.pdf 54.3KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (●) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Contact

561-900-4815 (Mobile)
abhi@kanthandesign.com

www.linkedin.com/in/abhi-k-b1807759 (LinkedIn)
shoutoutmiami.com/meet-abhi-kanthan-aia-ncarb-licensed-architect-interior-designer/ (Personal)
www.kanthandesign.com (Company)
www.kanthanrealty.com (Company)

Top Skills

Architectural Drawings
Space planning
Construction Drawings

Languages

English (Native or Bilingual)
French (Limited Working)
Spanish (Limited Working)

Certifications

Minority Business Certification
Registered Architect | State of New York
NCARB Certificate
American Institute of Architects
Registered Architect | State of Florida

Honors-Awards

Transportation Summit Honoree
Tau Sigma Delta
Best of Houzz 2017-2023 - Customer Service
NCARB Continuing Education Evaluation Workgroup

Publications

Introduction to Blueprints
Urban Context and Civic Identity

Abhi Kanthan, AIA, NCARB

Chief Executive Officer at Kanthan Design Corporation
Boynton Beach, Florida, United States

Summary

As Chief Executive Officer, Abhi Kanthan is the cornerstone of Kanthan Design Corporation (www.kanthandesign.com). He has a reputation as a successful award-winning and innovative design professional. Mr. Kanthan has proven his efficient Design Process numerous times and always strives for ambitious development within all his Associates.

Mr. Kanthan also enjoys Entrepreneurship and is Co-Founder of Kanthan Realty Corporation (www.kanthanrealty.com), a Real Estate Brokerage that caters to HNW clients and Large-Scale Capital Investments. The Company is known for its ability to maintain Clarity, Transparency and a high level of Discretion for its discerning Clients as well as the Efficiency of its Transactions.

Mr. Kanthan has been personally involved in many hundreds of complex design projects and transactions in the Architecture, Engineering and Construction (AEC) industry over the past decade. His dedication and perseverance towards his goals and ideals as an individual have been the same standards that Kanthan Design Corporation & Kanthan Realty Corporation has built itself on - a stellar combination of success that consistently brings Value and Growth to both Industries.

Professional Credentials:
Registered Architect | Florida, AR98097
Registered Architect | New York, 044101
Registered Architect | Pennsylvania, RA407852
Registered Interior Designer | Florida, ID6685
AIA | Inducted on March 21, 2017
NCARB | Inducted on July 16, 2016
Tau Sigma Delta | Inducted in 2013

Education: Bachelor of Architecture, Florida Atlantic University, Major in Architecture

Experience

Kanthan Design Corporation
Chief Executive Officer
June 2012 - Present (11 years 6 months)
Boynton Beach, FL

Kanthan Design Corporation is one of the most sought-after boutique Architecture, Planning, and Interior Design firms headquartered in Florida. Structured as a vast collaborative of prolific and accomplished professionals, its Mission is to create vibrant, sustainable design interventions that bring durable and profitable value to its clients and the society and culture they are built in. By keeping all services under the Kanthan Design Corporation umbrella, the Firm can consistently provide its discerning clientele with competitive pricing, discretion, and transparency without sacrificing quality and efficiency.

Kanthan Realty Corporation
Co-Founder
May 2017 - Present (6 years 7 months)
Boynton Beach, FL

Education

Florida Atlantic University
Bachelor's Degree, Architecture · (2009 - 2014)

International Baccalaureate
IB Diploma · (2005 - 2009)

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/19/2025

First Name *

dennis

Last Name *

mormile

Phone Number *

2169041384

Email *

dmormile2@yahoo.com

Date of Birth *

12/20/1950

Street Address *

7023 summertree dr #201

Street Address 2

City *

boynton beach

State *

FL

Zip Code *

33437

Country *

United States

Current occupation or, if retired prior occupation

retired Wells Fargo insurance

Education

masters

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

Do you own/manage a business within City limits? *

- ○ Yes
- ◉ No

If Yes, Name of Business

Are you currently serving on a City board? *

- ○ Yes
- ◉ No

Have you served on a City board in the past? *

- ○ Yes
- ◉ No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

- ○ Yes
- ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Senior Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

- ◉ Yes
- ○ No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

served on numerous for profit & non profit, condo boards
owned financial business 30 yrs
NOTE: APPLIED LAST YR WITH NO RESPONSE

Professional Memberships *

Please list any professional memberships

none currently

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- ◉ I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/21/2025

First Name *

Mark

Last Name *

Stephenson

Phone Number *

772-678-2820

Email *

mark-stephenson@live.com

Date of Birth *

6/10/2060

Street Address *

4392 King Theodore Drive

Street Address 2

City *

Boynton Beach

State *

Florida

Zip Code *

33436

Country *

United States

Current occupation or, if retired prior occupation

Retired from the Naval Aviation and Excutive

Education

16 years

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

- ○ Yes
- ◉ No

If Yes, Name of Business

Are you currently serving on a City board? *

- ○ Yes
- ◉ No

Have you served on a City board in the past? *

- ◉ Yes
- ○ No

If Yes, which board(s) and when?

Water Recreation Council for the city of Honolulu

Have you ever been convicted of a crime? *

- ○ Yes
- ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Senior Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

- ◉ Yes
- ○ No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

21 Years of leadership with the United States Navy
24 Years working, managing, directing within the Excutive Aviation industry

Professional Memberships *

Please list any professional memberships

Professional Association of Divers International
Fire Fighters Association
Amature Model Flyers of Palm Beach County
Reef Restoration Project

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- ◉ I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Community Support Funds.

Requested Action: Approve Community Support Fund request from Vice Mayor Hay and Commissioner Kelley.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds- several accounts.

Fiscal Impact: There will be no fiscal impact to the budget for this item.

Attachments:
CSF - VM Hay - Boynton Beach Bulldogs.pdf
CSF -Commissioner Kelley - Feeding South Florida.pdf
CSF - Commissioner Kelley - Friends of the Boynton Beach Library.pdf

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: August 22, 2025
Requested by Mayor/Commissioner: Vice Mayor Hay
Amount Requested: $1,000
Recipient/Payee: Boynton Beach Bulldogs
Description of project, program, or activity to be funded:
Donation to help with team meals, support players with equipment, player team fees, team travel, etc.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $2,500

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 8/19/25 By: Tammy Stanzione
for Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated: 8/19/25 By: Vice Mayor Hay
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 9/2/25
Requested by Mayor/Commissioner: Aimee Kelley
Amount Requested: $500
Recipient/Payee: Feeding South Florida
Description of project, program, or activity to be funded:
These funds will directly provide food and services at the Boynton Beach Feeding South Florida Client Choice food pantry. In addition to food, the facility provides case management and culinary training programs. After school meals and senior meals are also provided. Feeding South Florida's current metric is that for every dollar donated, four meals can be provided in the community.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $1,850.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 9/2/25

By: Tammy Lanzaro
for Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated: _____

By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 9/2/25
Requested by Mayor/Commissioner: Aimee Kelley
Amount Requested: $500
Recipient/Payee: Friends of the Boynton Beach Library
Description of project, program, or activity to be funded:
Friends of the Boynton Beach Library prepares holiday dinner baskets for local children and families in need during the holiday season. These community support funds will be used to help cover the cost of baskets.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $1,850.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 9/2/25

By: Tammy Hanzcik
For Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated: _____

By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-228 - Approve transmittal of the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2022-2023, and authorize the Mayor to sign the corresponding Local Housing Certification.

Requested Action: Staff recommends the approval of Proposed Resolution No. R25-228.

Explanation of Request:

Section 420-9072, Florida Statutes, regulates State Housing Initiative Partnership (SHIP) Program funds. The City of Boynton Beach receives an allocation of funds created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of a local housing assistance plan, to expand the production of and preserve affordable housing, to further the housing element of the local government Comprehensive Plan specific to affordable housing and to increase housing related employment.

The statute requires that each county or eligible municipality submit to the Florida Housing Finance Corporation (Corporation) an annual report of its affordable housing programs and accomplishments utilizing SHIP funds through June 30, the close of the state's fiscal year. The report shall be certified as accurate and complete by the local government chief elected official or his/her designee. The report is representative of the following three-year period of funding from the beginning of the report year.

How will this affect city programs or services?

The State Housing Initiative Partnership (SHIP) Program is one of two principal funding sources for the City's affordable housing programs.

Fiscal Impact: SHIP funds are also used for a portion of the City's administration costs which also lessens the demand on the general fund for personnel expenses.

Attachments:
R25-228 Agenda_Item_3505-2025_Resolution_for_SHIP_Program_FY_2022-2023_Annual_Report_and_certification.docx
Exhibit A to Resolution - FY 2022-2023 SHIP Annual Report with Certification.pdf

RESOLUTION NO. R25-228

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY OF BOYNTON BEACH STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ANNUAL REPORT FOR FY2022-2023 AND LOCAL HOUSING INCENTIVES CERTIFICATION; AND FOR ALL OTHER PURPOSES.

WHEREAS, section 420.9072, Florida Statutes, regulates the State Housing Initiative Partnership (SHIP) Program; and

WHEREAS, the City of Boynton Beach receives an allocation of funds created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of a local housing assistance plan to expand the production of and preserve affordable housing to further the housing element of the local government's Comprehensive Plan specific to affordable housing, and to increase housing-related employment; and

WHEREAS, the statute requires that each county or eligible municipality shall submit to the Florida Housing Finance Corporation an annual report of its affordable housing programs and accomplishments utilizing SHIP funds through June 30, the close of the state's fiscal year; and

WHEREAS, the report shall be certified as accurate and completed by the local government's chief elected official or their designee. The report is representative of the following three-year period of funding from the beginning of the report year; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2022-2023 and Local Housing Incentives Certification.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a State Housing Initiative Partnership (SHIP) Program Annual Report for FY2022-2023

and Local Housing Incentives Certification, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the certification and any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-228

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Title: SHIP Annual Report

Report Status: Unsubmitted

Boynton Beach FY 2022/2023 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	$65,000.00	1				
3	Owner Occupied Rehab	$509,585.96	7				
6	Emergency Repair	$48,466.75	4				
10	Purchase Assistance	$85,000.00	1				
	Homeownership Totals:	**$708,052.71**	**13**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
26	Rapid Rehousing	$160,565.07	20				
	Rental Totals:	**$160,565.07**	**20**				
	Subtotals:	**$868,617.78**	**33**				

Additional Use of Funds

Use	Expended	Percentage
Administrative	$77,587.40	10.00 %
Homeownership Counseling	$.00	
Admin From Program Income	$8,756.61	4.99 %
Admin From Disaster Funds	$.00	-
Admin From HHRP	$.00	#Error

Totals:	**$954,961.79**	**33**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$775,874.00
Program Income (Interest)	$2,377.13
Program Income (Payments)	$172,755.09
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	-$929.90
Total:	**$950,076.32**

*** Carry Forward to Next Year: -$4,885.47**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	511	548	657	814	1,007
VLI	852	913	1,096	1,266	1,412
LOW	1,363	1,461	1,753	2,025	2,260
MOD	2,046	2,193	2,631	3,039	3,390
Up to 140%	2,387	2,558	3,069	3,545	3,955

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$868,617.78	40.99%
Public Moneys Expended	$410,918.00	19.39%
Private Funds Expended	$828,444.00	39.09%
Owner Contribution	$11,094.21	.52%
Total Value of All Units	$2,119,073.99	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$708,052.71	$774,944.10	91.37%	65%
Construction / Rehabilitation	$630,109.95	$774,944.10	81.31%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$266,532.60	28.05%	
Very Low	$286,493.43	30.15%	EL+VL: 58.21%
Low	$265,907.15	27.99%	EL+VL+L: 86.20%
Moderate	$49,684.60	5.23%	
Over 120%-140%	$.00	.00%	
Totals:	$868,617.78	91.43%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$183,333.60	2	$83,199.00	10	$266,532.60	12
Very Low	$197,465.76	2	$89,027.67	11	$286,493.43	13
Low	$229,102.00	3	$36,805.15	3	$265,907.15	6
Moderate	$49,684.60	2	$.00	0	$49,684.60	2
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$659,585.96	9	$209,031.82	24	$868,617.78	33

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Rapid Rehousing	Boynton Beach	10	10				20
Owner Occupied Rehab	Boynton Beach	2	2	1	2		7
Purchase Assistance	Boynton Beach			2			2
Emergency Repair	Boynton Beach		1	3			4
	Totals:	**12**	**13**	**6**	**2**		**33**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rapid Rehousing	Boynton Beach	9	6	5		20
Owner Occupied Rehab	Boynton Beach			1	6	7
Purchase Assistance	Boynton Beach		1		1	2
Emergency Repair	Boynton Beach				4	4
	Totals:	**9**	**7**	**6**	**11**	**33**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Rapid Rehousing	Boynton Beach	11	7	2	20
Owner Occupied Rehab	Boynton Beach	4	3		7
Purchase Assistance	Boynton Beach	1	1		2
Emergency Repair	Boynton Beach	4			4
	Totals:	**20**	**11**	**2**	**33**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Rapid Rehousing	Boynton Beach	1	16	3				20
Owner Occupied Rehab	Boynton Beach	1	6					7
Purchase Assistance	Boynton Beach		1				1	2
Emergency Repair	Boynton Beach	2	2					4
	Totals:	**4**	**25**	**3**			**1**	**33**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Rapid Rehousing	Boynton Beach		19	1	20
Owner Occupied Rehab	Boynton Beach			5	5
Purchase Assistance	Boynton Beach			1	1
Emergency Repair	Boynton Beach			4	4
	Totals:		**19**	**11**	**30**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Owner Occupied Rehab	Nurse/Healthcare	79,102.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Adopted	2021
Ongoing review process		Required	Adopted	2021

Flexible densities	The City allows for increased floor area ratios and densities in selected residential districts to incentivize the provision of affordable dwelling units. The City has a density bonus in place as part of the Workforce Housing Program. A developer may elect to obtain a density bonus and/or a height bonus through the construction of the workforce units on-site or off-site, monetary contribution, donation of land, or purchase of units to be designated as workforce (City Code of Ordinances, Part III, Chapter 1, Article V, Section 2.C).	AHAC Review	Adopted	2021
Printed inventory of public owned lands	The Community Improvement Division maintains a list of the current inventory of all vacant land including those properties owned by the City of Boynton Beach and Palm Beach County within the target area. A list of all available land and a list of vacant land suitable for affordable housing in the city, is available as a link on the City's website for easy access for developers.	AHAC Review	Adopted	2021
Support of development near transportation/employment hubs	As part of the Workforce Housing Program, developers may be entitled to request higher density land use and zoning category, if providing workforce housing units, for projects located within the Downtown Transit Oriented Development District (City Code of Ordinances, Part Ill, Chapter 1, Article V, Section 2.C).	AHAC Review	Adopted	2021

Impact fee modifications	City's Impact fees (Parks, Water and Sewer) may be subsidized for new constructions of single-family affordable housing projects with SHIP funds. In conjunction with the SHIP down payment assistance; at closing the developer could receive a credit for City's impact fee paid from the SHIP Program, by meeting all of the following conditions: • Purchase price is at or below of SHIP Program Maximum Purchase Price (Maximum purchase price is updated yearly by Florida Finance Corporation) • Home buyer is income eligible to participate on the City's Purchase Assistance Program • Home buyer participates in the City's SHIP Purchase Assistance Program The Building Department will offer non-profit developers constructing Affordable Housing dwellings up to two expedited permit reviews at no cost (a credit up to $1,000.00) as long as the buyer participates in the City's SHIP Purchase Assistance Program.	AHAC Review	Adopted	2022

Support Services

The Affordable Housing Advisory Committee (AHAC) is part of the review process of new policies, procedures, ordinances, regulations, and plan provisions to determine what effects if any, they may have on the cost of producing affordable units prior to passage. The City will disperse all information concerning new ordinances to the AHAC in the sufficient time needed to evaluate and comment on any impact it may have on affordable housing.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The Annual Report was made available at the Public Library. No comments were received.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **0**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Emergency Repair	$12,116.69
Owner Occupied Rehab	$63,698.25
Purchase Assistance	$75,000.00
Rapid Rehousing	$8,028.25

Expended Funds

Total Unit Count: **33** Total Expended Amount: **$868,617.78**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Rapid Rehousing	Keith Hudson	131 SW 12th Avenue	Boynton Beach	33435	$1,200.00	
Rapid Rehousing	Latasha Mosley	222 NW 4th Avenue	Boynton Beach	33435	$9,756.00	
Rapid Rehousing	Tyra Braxton	5304 Pinehurst Drive	Boynton Beach	33426	$3,879.07	
Owner Occupied Rehab	Mary Engram	2160 N Seacrest Blvd.	Boynton Beach	33435	$15,795.00	
Rapid Rehousing	Karla Reyes	107 SW 2nd Street	Boynton Beach	33435	$7,200.00	
Rapid Rehousing	Derrick Johnson	550 NW 12th Avenue	Boynton Beach	33435	$5,250.00	
Rapid Rehousing	Stacie Johnson	Homeless	Boynton Beach	33435	$9,667.00	
Owner Occupied Rehab	Hanlon Michael	2385 SW 13 Way	Boynton Beach	33426	$124,700.00	
Rapid Rehousing	Jesmith Rojas	34 Crossings Circle	Boynton Beach	33435	$9,650.00	

Purchase Assistance	Rose Geneus	220 NW 5th Avenue	Boynton Beach	33435	$85,000.00	
Rapid Rehousing	Shanikque Moss	3209 Mahogany Drive	Boynton Beach	33436	$8,802.00	
Rapid Rehousing	Anthony Perez	550 NW 12th Avenue C3 # B	Boynton Beach	33435	$9,521.00	
Owner Occupied Rehab	Edna Castellin	1631 NW 1st Court	Boynton Beach	33435	$33,889.60	
Rapid Rehousing	Selena Vasell	2209 Mahogany Drive	Boynton Beach	33436	$9,993.00	
Rapid Rehousing	Briana Charles	Homeless	Boynton Beach	33435	$9,124.00	
Rapid Rehousing	Rouslange Ciceron	1605 Renaissance Commons Blvd.	Boynton Beach	33426	$6,762.00	
Owner Occupied Rehab	Jewel Wright	508 NW 11th Avenue	Boynton Beach	33435	$59,823.00	
Rapid Rehousing	Jasmine Flores	2024 NE 6th Street	Boynton Beach	33435	$8,274.00	
Rapid Rehousing	Odyasse Bishop	3104 Mahogany Drive	Boynton Beach	33426	$9,656.00	
Rapid Rehousing	Divine Jackson	Homeless	Boynton Beach	33435	$10,000.00	
Rapid Rehousing	Quentin Thomas	Homeless	Boynton Beach	33435	$9,200.00	
Rapid Rehousing	Wendell Jackson	Homeless	Boynton Beach	33435	$10,000.00	
Rapid Rehousing	Israel Telemaque III	Homeless	Boynton Beach	33435	$8,712.00	
Rapid Rehousing	Iverson Piton	Homeless	Boynton Beach	33435	$4,307.00	
Owner Occupied Rehab	Marie Formille	235 SW 10th Avenue	Boynton Beach	33435	$92,320.00	
Owner Occupied Rehab	Marie Luc	118 SW 3rd Avenue	Boynton Beach	33435	$91,013.60	
Rapid Rehousing	Tanshay Purdue	Homeless	Boynton Beach	33435	$9,612.00	
Owner Occupied Rehab	Esther Green	423 N.W. 7th Avenue	Boynton Beach	33435	$79,102.00	
Purchase Assistance	Alam Fazia	2615 NE 1st Ct. Unit 206	Boynton Beach	33435	$65,000.00	
Owner Occupied Rehab	Doris Rivera	2091 S.W. 13th Avenue	Boynton Beach	33435	$12,942.76	2021-2022
Emergency Repair	Diana Dodge	2001 SW Golf Ln	Boynton Beach	33426	$10,980.00	
Emergency Repair	Nabius Joseph	2615 NE 3rd Ct. Unit 110	Boynton Beach	33435	$18,200.15	
Emergency Repair	Claretha Razz	125 SW 9th Avenue	Boynton Beach	33435	$11,661.60	
Emergency Repair	Barbara Anderson	1811 SW Congress Blvd.	Boynton Beach	33426	$7,625.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Boynton Beach	Local Government	Program Administration		$66,344.01
Vita Nova	Sponsor	Rapid Rehousing		$20,000.00

Program Income

Program Income Funds	
Loan Repayment:	$172,755.09
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$2,377.13
Total:	**$175,132.22**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	44
Approved	15
Denied	0

Explanation of Recaptured funds

Description	Amount
	$.00
	$.00
	$.00
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 405,000.00

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
3	Owner Occupied Rehab	$430,483.96	6			
26	Rapid Rehousing	$38,233.07	5			
	Total:	**$468,717.03**	**11**			**60.41%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(26) Rapid Rehousing	Receiving Social Security Disability Insurance	$9,756.00	1		
(26) Rapid Rehousing	Survivor of Domestic Violence	$28,477.07	4		
(3) Owner Occupied Rehab	Receiving Supplemental Security Income	$214,770.36	4		
(3) Owner Occupied Rehab	Receiving Veterans Disability Benefits	$124,700.00	1		
(3) Owner Occupied Rehab	Receiving Social Security Disability Insurance	$91,013.60	1		

Provide a description of efforts to reduce homelessness:

The City amended the 2021-2024 LHAP to add the Rapid Re-Housing strategy to assist homeless community in Boynton Beach. In addition, the City continues to collaborate with Palm Beach County Continuum of Care (COC) for outreach and services to the City's homeless populations. The City provides information and referrals to the Palm Beach County Homeless Housing Alliance (HHA). The HHA coordinates all U.S. Department of Housing and Urban Development- COC funding for the County. The City directs all homeless referrals to the County housing service agencies.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$955,976.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	$54,636.58
Total Revenue:	**$1,010,612.58**

Expenditures/Encumbrances	
Program Funds Expended	$440,305.46
Program Funds Encumbered	$516,800.00
Total Administration Funds Expended	$98,329.42
Total Administration Funds Encumbered	$0.00
Homeownership Counseling	
Total Expenditures/Encumbrances:	**$1,055,434.88**

Set-Asides		Percentage
65% Homeownership Requirement	$930,660.46	97.35%
75% Construction / Rehabilitation	$930,660.46	97.35%
30% Very Low Income Requirement	$530,418.00	52.48%
60% Very Low + Low Income Requirements	$775,251.96	76.71%
20% Special Needs Requirement	$407,754.61	40.35%

LG Submitted Comments:

Edits made to the report by the LG resulted in report status being changed back to "Unsubmitted"

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of The City of Boynton Beach (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year FY 2022 and interim years FY2023.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:

    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00.

4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $0.00.

Staff Member responsible for submitting annual report to FHFC: RJ Ramirez, Community Improvement Manager

_____	_____
Witness Signature Date	Chief Elected Official or Designee Signature Date
_____	_____
Witness Printed Name	Chief Elected Official or Designee Printed Name
_____	
Witness Signature Date	
_____	
Witness Printed Name	

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-229- Approve a First Amendment to the Subrecipient Agreement between the City and Boynton Beach Faith Based Community Development Corporation, Inc. for Owner-Occupied Limited Housing Rehabilitation Program extending the term of the Agreement through December 31, 2025.

Requested Action:

Staff recommends the approval of Proposed Resolution No. R25-229.

Explanation of Request:

As adopted by resolution R24-206, the City of Boynton Beach entered into a CDBG Subrecipient Agreement with Boynton Beach Faith-Based Community Development Corporation, Inc. (Boynton Beach Faith-Based CDC). The Boynton Beach Faith Based CDC Subrecipient Agreement was approved by Resolution R24-206 to receive on a reimbursement basis $282,116.00 allocated towards the Owner-Occupied Limited Housing Rehabilitation Program to assist low-income households with needed repairs.

Boynton Beach Faith Based CDC is formally requesting that the contract be extended for an additional three (3) months, or until December 31, 2025, for the Owner-Occupied Limited Rehabilitation Program. Staff is recommending City Commission to grant the aforementioned request. The additional months will grant the subrecipient time to honor the terms of the agreement and expend the remaining funds.

How will this affect city programs or services? Low-Income Individuals living in Boynton Beach will continue to benefit from the Owner-Occupied Limited Rehabilitation Program.

Fiscal Impact: The City will continue to reimburse Boynton Beach Faith-Based CDC the CDBG funds allocated for the Limited Rehabilitation Program.

Attachments:
R25-229 Agenda_Item_3540-2025_-_Resolution_approving_first_amendment_to_Subrecipient_Agreement_between_City_and_BB
Boynton Beach Faith-Based CDC - 2024-2025 CDBG Rehabilitation Agreement Extension Request.pdf

R204-206 and CDBG FY 2024 Subrecipient Agreement.pdf
Exhibit A to Resolution - First Amendment to Subrecipient Agreement.pdf

RESOLUTION NO. R25-229

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION INC., EXTENDING THE TERM OF THE AGREEMENT THROUGH DECEMBER 31, 2025; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 23, 2024, the City of Boynton Beach ("City") and Boynton Beach Faith-Based Community Development Corporation, Inc. ("Subrecipient"), entered into a "Community Development Block Grant Subaward Agreement" (the "Agreement"), approved by Resolution R24-206; and

WHEREAS, the Agreement is set to expire on September 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement an additional three (3) months to expire on December 31, 2025; and

WHEREAS, the additional three months are required for the Subrecipient to have sufficient time to honor the terms of the agreement in assisting low-income households with needed repairs for the Owner-Occupied Limited Rehabilitation Program; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton Beach to approve the First Amendment to the Agreement.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission hereby approves the First Amendment to Subrecipient Agreement Between the City of Boynton Beach and Boynton Beach Faith-Based Community Development Corporation, Inc., to assist low-income households with needed repairs for the Owner-Occupied Limited Rehabilitation Program (the "Amendment"), in form and substance similar to that attached as **"Exhibit A"** and authorizes the Mayor to execute the

Amendment.

SECTION 3. The fully executed Amendment shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to RJ Ramirez to forward to the Boynton Beach Faith-Based Community Development Corporation, Inc.

SECTION 4. This Resolution shall take effect as provided by law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Boynton Beach Faith-Based Community Development Corporation, Inc

Board of Directors:
Alexander Edmonds,
President
Carlene Elliott,
Vice President
Cheryl Banks,
Secretary
Margaret Johnson,
Treasurer
Courtney Cain
Frances Francis
Yvonne Odom
Joseph R Scondotto
Cassandra McKinney

Chris Plummer,
Interim Executive Director

Our Partners

1600 N. Federal Hwy. 12
Post Office Box 337
Boynton Beach, FL 33435

Phone: 561-752-0303
Fax: 561-244-5046
www.boyntonbeachcdc.org

August 11, 2025

RJ Ramirez
Manager, Community Improvement Division
City Manager's Office
100 E Ocean Avenue
Boynton Beach, FL 33435

Dear RJ:

On behalf of the Boynton Beach Faith Based CDC, I am writing to request a three-month extension to the completion deadline for our housing rehabilitation activities funded under the Community Development Block Grant (CDBG) Program FY 2024-2025 subrecipient agreement.

To date, the housing rehabilitation project has achieved measurable progress toward its goals, with three cases fully completed, four cases currently in active construction, and two cases pending environmental review clearance prior to commencement. To date, we have expended $157,487.00 in CDBG funds and have contracts of $198,648.00 in CDBG and SHIP funds in process. While the project continues to advance, several factors have contributed to schedule delays. These include disruptions in the materials supply chain affecting the timely delivery of construction components, extended timelines for state environmental review processing, and prolonged Homeowners' Association approval procedures in certain neighborhoods.

The additional three months will allow us to address these delays, complete the four ongoing cases, initiate and finish the two pending cases once environmental clearance is obtained, and perform all final inspections, punch list items, and project closeout documentation.

We request that the completion deadline be extended from September 30, 2025 to December 31, 2025. This extra time will ensure that all rehabilitation work is completed to CDBG program standards, meets housing quality requirements, and fulfills the approved scope of work.

We appreciate your consideration of this request and remain committed to delivering quality housing rehabilitation services to eligible households. Please contact me at 561-310-1739 if you require any further information or documentation.

Sincerely,

……

Chris Plummer
Interim Executive Director

RESOLUTION NO. R24-206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBAWARD AGREEMENTS BETWEEN THE CITY AND PATHWAYS TO PROSPERITY, INC., BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION, INC., AND LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, local nonprofit service providers of the Community Development Block Grant (CDBG) eligible services and programs to benefit low-to-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services; and

WHEREAS, the Community Development Block Grant Program's purpose is to assist the City of Boynton Beach in meeting the needs of its lower-income residents; and

WHEREAS, the agencies that are being funded will offer various forms of assistance that are considered public service and housing rehabilitation activities; and

WHEREAS, the City will reimburse the following agencies for services provided:

Boynton Beach Faith Based Community Development Corporation, Inc.	$282,116.00
Legal Aid Society of Palm Beach County, Inc.	$10,000.00
Pathways to Prosperity, Inc.	$35,000.00
Total Subrecipient Funding	$327,116.00

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve Subaward Agreements between the City and Pathways to Prosperity Inc., Boynton Beach Faith Based Community Development Corporation, Inc., and Legal Aid Society of Palm Beach County, Inc.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby

approve the Subaward Agreements between the City and Pathways to Prosperity, Inc., Boynton Beach Faith Based Community Development Corporation, Inc., and Legal Aid Society of Palm Beach County, Inc., in form and substance similar to that attached as **"Exhibits A-C."**

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. All original Agreements shall be forwarded to RJ Ramirez so that the subrecipients can obtain execution of the Agreements. RJ Ramirez shall ensure that fully executed Agreements are returned to the City to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this 23rd day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin		

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

9/25/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Boynton Beach Faith Based Community Development Corporation, Inc.**

for a CDBG subaward of an amount not to exceed $282,116.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Homesteaded Owner-Occupied Limited Rehabilitation for Qualifying Households.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. Resolution R24 – 165
Financial Services Department:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.202(a)(1)** – Eligible Rehabilitation and Preservation activities – Improvements to Single Family Residential Properties; National Objective **24 CFR Part 570.208 (a)(3)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 6
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 25
Article 24: Attachments 27
Article 25: Entire Agreement 27

Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Boynton Beach Faith Based Community Development Corporation, Inc. a Community Based Development Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 2191 N Seacrest Blvd. Boynton Beach, FL 33435 **Agreement Liaison Name:** Keturah Joseph, Executive Director **Email Address:** kjbbfbcdc@yahoo.com

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5 ("Notice")** of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Owner-Occupied Limited Rehabilitation for Qualifying Households** Program through a Community Based Development Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R24 – 165
Resolution Date:	08/6/2024

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$282,116.00**.

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$282,116.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2025**, unless extended or renewed in accordance with the terms of this Agreement.

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION** to **9/30/2025.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Boynton Beach Faith Based Community Development Corporation, Inc. **Attn:** Keturah Joseph, Executive Director 2191 N. Seacrest Blvd. Boynton Beach, Florida 33435

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the *"Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *"Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services,* and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200, **"Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22 ("Termination")**) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes **("Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities")** or Section 287.135, Florida Statutes **("Prohibition Against Contracting with Scrutinized Companies")** subsequent to entering into this Agreement with the City.

H. **Anti-Human Trafficking.** On or before the Effective Date of this Agreement, SUBRECIPIENT shall provide City with an affidavit attesting that the SUBRECIPIENT does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

I. **Countries of Concern.** SUBRECIPIENT represents that it is, and for the duration of the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as **"Exhibit B"**. **Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No": ____**

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or PintoK@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget; and

c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then

the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

a. Calculate, document, and record such Program Income and its intended use or uses;

b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 15th of the month subsequent to the provision of services for which the City is being invoiced (January 15, 2025, April 15, 2025, July 15, 2025, and October 15, 2025).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and

ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the "Scope of Services" attached as "**Exhibit B**";

2. Any goods or services that fall within the attached "Scope of Services", but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 15th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 15, 2025, April 15, 2025, July 15, 2025, and October 15, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (15) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (15) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic

("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
Department of Financial Services
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and **"Attachment 1" (Insurance Advisory Form)**.

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, general aggregate, products completed/operations aggregate, and personal advertising injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars ($1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars

($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to

be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,"** as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

   c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for

whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay

is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full

Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at

any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Form 6	Affidavit of Compliance with Anti-Human Trafficking Laws
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements,

negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this 23rd day of September, 2024

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

City Clerk – Signature

Mayor – Signature 9/25/2024

Approved as to form:

City Attorney – Signature

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

Subrecipient Agency – Signature

ALEXANDER EDMONDS III — Print Name

BOARD PRESIDENT — Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ___ means of physical presence or ___ online notarization this 7th day of January, 2025 by _____.

Personally, Known OR Produced Identification ___ Type of Identification Produced

Seal

NOTARY PUBLIC

Notary – Signature

Gloria Goolsby

Print Name

GLORIA GOOLSBY MY COMMISSION EXPIRES 05-25-2026 NOTARY PUBLIC COMM. # HH 486748 STATE OF FLORIDA

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Alexander Edmonds III
SUBRECIPIENT Agency – Signature

BOARD PRESIDENT
Title

ALEXANDER EDMONDS III
Printed Name

1/7/2025
Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	BOARD PRESIDENT Title
ALEXANDER EDMONDS III Printed Name	1/7/2025 Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
ALEXANDER EDMONDS III	1/7/2025
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
ALEXANDER EDMONDS III	11/7/2025
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000. Does the Subaward exceed **$100,000?** Yes

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
ALEXANDER EDMONDS III	1/7/2025
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Form 6
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 1/7, 2025 Signed: A Edmonds III

Entity: BOYNTON BEACH FAITH BASED CDC Name: ALEXANDER EDMONDS III

Title: BOARD PRESIDENT

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of January, 2025, by _____, as _____ for F_____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Gloria Goolsby

Print Name: Gloria Goolsby

State of Florida at Large (Seal)

My commission expires: 5/25/2028

GLORIA GOOLSBY
MY COMMISSION EXPIRES 05-25-2028
NOTARY PUBLIC
COMM. # HH 486748
STATE OF FLORIDA

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Boynton Beach Faith Based Community Development Corporation, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	GZS6GQ1CQFM9	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End:** 09/30/2025
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2024	**End:** 09/30/2025
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$282,116.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$282,116.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$282,116.00	
Federal subaward Project Description:	Owner-Occupied Limited Rehabilitation for Qualifying Households - **24 CFR 570.202(a)(1)** – Eligible Rehabilitation and Preservation activities; National Objective **24 CFR Part 570.208 (a)(3)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Ty Penserga, Mayor **Email:** PensergaT@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14 ("Maintenance, Retention, and Access to Records")** and **Article 16 ("Audit Requirements")**.	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13 ("Progress Reporting and Subaward Closeout")**	

Exhibit B
Scope of Services

Homesteaded Owner-Occupied Limited Rehabilitation Program

Scope of Services

The Homesteaded Owner-Occupied Limited Rehabilitation Program for qualifying households will serve low-to-very low-income residents who own and homestead their residence. The program will offer a grant for home improvement/rehabilitation and incidental expenses that correct emergency health and safety hazards, and code related issues. The maximum award $30,000.00 per household.

ELIGIBLE APPLICANTS

Applicant's gross household income (income from all sources before taxes and withholding for every household member, age 18 and over) may not exceed 80% of the area median income, as determined by the U.S. Department of Housing and Urban Development (HUD). The following apply:

- To qualify for grant funding, at least one homeowner residing in the residence must be an Elderly as defined by F.S. 420.0004 (8) and/or have a member of the household that has a documented disability as defined by F.S. 420.0004 (7).
- The applicant must be the homeowner and occupy the home for at least twelve months before the date of application.
- The applicant shall not own any other real estate.
- Absentee owners are not eligible.
- Applicants must have 100% ownership interest in the residence to be improved
- Applicants must have clear title to the subject property as evidenced by a title search or deed
- Must have home repair needs that threaten the homeowner's safety, energy efficiency, habitability, and accessibility.
- Payments on all mortgages on the property must be current. If the mortgage payment is delinquent, it must be brought current before application and remain current through the closing.
- Must not have received housing rehabilitation assistance under any program administered by the City of Boynton Beach in the last 15 years.
- Property taxes must be current.
- Must be current on obligations owed to or insured by any body of government, including, but not limited to code violation liens, income tax liens, child support, and student loans. If the loan has been charged off, the owner will be required to contact the lender and arrange to pay the past due amount.
- If a payment arrangement is made, payment must be current at the time of loan application and approval. If the loan has been forgiven, written proof must be obtained.

OCCUPANCY REQUIREMENTS

Homeowner must have owned the property and Homesteaded the property as his/her principal residence for at least one year prior to applying for assistance. The homeowner must intend to reside in the property for at least one year after the rehabilitation.

Exhibit B
Scope of Services

INCOME CERTIFICATION REQUIREMENTS

Gross annual household income included but is not limited to the gross annual projected income of all household members age 18 and over that reside in the household before taxes or withholdings. The following income sources must be included in the income calculation:

- Salaries, overtime earnings, commissions, bonuses, full-time and part-time earnings, seasonal employee earnings, tips
- Unemployment compensation
- Social Security benefits
- Public assistance
- Net rental income
- Pensions
- Alimony and child support
- Net income from business activities
- Interest and dividend income
- Capital gains
- Imputed income
- Partnership income
- Partnership income
- Bank accounts (i.e. checking, savings and CDs)
- Prepaid debits cards (i.e. Green Dot, Prepaidify, Payoneer, Bluebird)
- Brokerage accounts (i.e. stocks, bonds)
- IRAs, 401-Ks, 457s,

ELIGIBLE PROPERTIES:

- Properties that are being repaired must be the sole and primary residence of the owner.
- Homesteaded Owner-Occupied Single-family properties (**Mobile Homes are not eligible**)
- Must be the applicant's Homesteaded property
- The property to be improved must not have a lien as a result of code violations.
- The property must be located within city limits (**property control number beginning with 08**).

TITLE VERIFICATION

Boynton Beach Faith-Based Community Development Corporation, Inc. (FAITH-BASED CDC) will verify the following:

- The legal description of the subject property
- The owner's ownership interest by conducting or facilitating a title search/investigation
- Existing liens, if any on the property

ELIGIBLE IMPROVEMENTS

Improvements include but not limited to:

- Electrical
- Plumbing
- Air Conditioning Replacement

- Insulation
- Single families detached dwellings are also eligible for:
  - Roof Replacement
  - Exterior Doors Replacement
  - Windows Replacement
- Accessibility Improvements for occupant(s) with disabilities
- Repairs incidental to any of the above (i.e. drywall, caulking and painting)
- Other conditions that could cause the home to be or become uninhabitable will be considered on a case by case basis.

Each improvement must be made and in compliance with all applicable health, fire prevention, building and housing codes standards, and product approvals.

APPLICATION PROCESS

- Funding is awarded on a first come, first qualified basis
- The SUBRECIPIENT will assist applicant with the application process
- The SUBRECIPIENT will review the applications and supporting documentation to ensure all eligibility criteria are met
- Applications must be signed by all homeowners
- All forms in the application package must be signed and dated by all household members over 18
- Income Certifications must be signed and dated by all household members over 18
- The SUBRECIPIENT will perform visual home inspection to identify required improvements and write specifications
- The SUBRECIPIENT will review with homeowner proposed improvements
- The SUBRECIPIENT will send work specifications to City's Community Improvement Division for review and approval. The approval of funds to complete rehabilitation is contingent upon the availability of funds
- The SUBRECIPIENT will prepare bids, receive bids from contractors, and selects contractor
- Owner/contractor agreement must be signed before work begins on home
- The SUBRECIPIENT will oversee the rehabilitation work through periodic inspections, review of construction payment requests, and issuance of payments to contractors
- **The SUBRECIPIENT will not release final payment to contractor until home passes the final inspection**

PROPERTY INSPECTION

- The Community Improvement Division will conduct an Environmental Review that is categorically excluded subject to Section 58.5 pursuant to 24 CFR 58.35(a).
- The Community Improvement Division will submit all necessary documentation and certification to the Florida State Historic Preservation Officer for properties 45 years or older
- If required and depending on work specification, the FAITH-BASED CDC will conduct a Lead Paint Inspection in accordance with the Lead Based Paint Poisoning Preventive Act and assessment on properties built before 1978

- The SUBRECIPIENT will complete visual home inspection to itemize required repairs and write specifications
- The SUBRECIPIENT will develop and prepare work specifications for the needed improvements for bidding purposes.
- The SUBRECIPIENT will take and save photos of pre-construction condition

All homes to be rehabilitated must undergo an environmental review and the file documented prior to any commitment of funds. An environmental review consists of a statutory checklist of required review items and a request to the Florida State Historic Preservation Officer (SHPO) for a review of historical significance and its impact on the rehabilitation of houses that are 45 years old or more. The Community Improvement Division will submit a description, maps, and photographs of the house to the SHPO. **Properties with environmental conditions will not be permitted to proceed unless the conditions are corrected. The Community Improvement Division will review all documents of the environmental review checklist. No funds can be committed to a rehabilitation project, or work can start, until the environmental review is completed and approved.**

Each improvement must be a permanent general improvement that correct defects or deficiencies in the property directly affecting the structural integrity, the safety, habitability, or energy consumption of the property.

The homeowner will be responsible for moving his/her belongings to perform the improvements.

REHABILITATION REQUIREMENTS

Rehabilitation must satisfy the following requirements:

- Prior to start of rehabilitation, the property must be inspected by the FAITH-BASED CDC to determine eligibility under the program.
- All proposed rehabilitation must be outlined in the specifications and must address the deficiencies and/or accessibility improvements noted on the inspection report.
- The SUBRECIPIENT will procure bids from currently licensed contractors based on the specifications, and in accordance with 2 CFR 200.320 and select the lowest responsive and responsible bid.
- All improvements must be completed by a currently licensed contractor for their respective trade. Any contractor who is excluded from the federal procurement, or is on the HUD's list of Debarred Contractors, is not eligible for to participate in the program.
- A written construction contract will be prepared by the SUBRECIPIENT and executed between the contractor and homeowner.
- A Notice of Commencement will be filed for all projects.
- The contractor will notify the City's Community Improvement Construction Coordinator when application for permit has been made so the permit review can be expedited.
- Property improvements will conform to all applicable zoning ordinances and all appropriate permits must be obtained.
- Each rehabilitated property assisted with CDBG funds for single family rehabilitation must be a permanent improvement completed in compliance with applicable state, county and municipal health, housing, building, fire prevention and housing maintenance codes.
- Lien waivers must be collected from all contractors and sub-contractors upon completion of rehabilitation

Exhibit B
Scope of Services

CHANGE ORDERS

- Change orders are not permitted after the contract documents have been executed unless unanticipated deficiencies identified during the rehabilitation process will cause further damage to the home if not addressed
- Any changes in the scope of work, including the reason for the change must be documented in the file
- In the event that a change order occurs, grant amount will be adjusted

INDIVIDUAL GRANT

- The maximum CDBG grant award allocated for this activity is $30,000.00 per household
- The amount of the award might increase if other source of funding is available. The increase will be based on the amount necessary to cure existing substandard conditions or accessibility.

When needed repairs cost exceed the maximum CDBG grant award of $30,000.00, up to $20,000 additional funds, from the SHIP Emergency Repairs – Limited Rehabilitation Program might be used (if SHIP funding is available). The SUBRECIPIENT must have prior written authorization from the Community Improvement Division Manager, in order to use additional SHIP funds. SHIP funds will be used in compliance with the SHIP Statute (F.S. 420.907 – 420.9079) located at: Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us); SHIP Rule 67-37; located at: 67-37 : STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org); 2023 SHIP Residential Rehabilitation Guide located at: Affordable Housing Publications - Florida Housing Coalition (flhousing.org); and any other SHIP Program Regulation as applicable.

[REMAINDER OF PAGE LEFT BLANK]

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Rehabilitation*	$238,799.00
Activity Delivery Cost – 15%	$ 43,317.00
Totals	**$282,116.00**

FUNDING AND METHOD OF PAYMENT:

It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2024 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved on the project and that all rehabilitation has been completed in accordance with federal, state and local program requirements, and all permits have been satisfied.

* There shall be up two draws per each unit being rehabilitated. The first request upon completion of 50% of the rehabilitation and the second may be requested upon final completion of the project. Reimbursement will be pay after all supporting documents and work performed has been reviewed by the Community improvement Division.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only) **MINIMUM LIMITS REQUIRED**		
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

FIRST AMENDMENT TO BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION, INC., SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT, dated the _____day of_____, 2025, between:

CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, hereinafter referred to as "CITY";

and

BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION INC., a company authorized to do business in the State of Florida with its principal place of business at 1600 N. Federal HWY., Suite 12, Boynton Beach, FL 33435, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, on September 23, 2024, the City Commission of the City for Boynton Beach approved an agreement between the CITY and SUBRECIPIENT for a Community Development Block Grant Subaward Agreement for the Owner-Occupied Limited Rehabilitation Program for qualifying households for Two Hundred Eighty-Two Thousand One Hundred and Sixteen Dollars ($282,116.00) to expire on September 30, 2025, as approved by Resolution 24-206 ("Agreement") and;

WHEREAS, the CITY and SUBRECIPIENT desire to amend the Agreement to extend the term of the agreement an additional three (3) months to expire on December 31, 2025.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Article 4, Term of Agreement and Subaward Period of Performance, Section A, is amended to extend the termination date to December 31, 2025, as follows:

A. Term of Agreement. The term of this Agreement begins on the date that it is fully executed by both parties (the "Effective Date") and shall terminate on 12/31/2025, unless extended or renewed in accordance with the terms of this Agreement.

SECTION 3. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this First Amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed the First Amendment by their duly authorized representatives.

DATED this ___ day of_____ 2025.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 2025,

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____ _____
City Clerk – Signature Mayor – Signature

Approved as to form:

_____
City Attorney – Signature

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ☐ online notarization or ☐ physical presence this ___ day of _____, 20___, by _____.

Personally, Known __ OR Produced Identification _____ Type of Identification Produced
_____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-230- Approving Community Development Block Grant Subaward Agreements between the City and Pathways to Prosperity, Inc., Feeding South Florida, Inc., Legal Aid Society of Palm Beach County, Inc., and Sea Turtle Adventures, Inc. for fiscal year 2025.

Requested Action: Staff recommends the approval of Proposed Resolution No. R25-230.

Explanation of Request:

Local non-profit agencies of CDBG eligible activities, have submitted grant applications requesting funds to assist in the delivery of their programs. These programs benefit eligible low-to-moderate income residents of the City of Boynton Beach . As the result of the approval of the FY 2025 CDBG Annual Action Plan by Resolution R25-202, these agencies are contracting with the City of Boynton Beach to be reimbursed.

The City will reimburse the following non-profit agencies for services provided:

Legal Aid Society of Palm Beach County, Inc.
$10,000.00

Pathways to Prosperity, Inc.
$16,750.00

Feeding South Florida, Inc.
$16,750.00

Sea Turtle Adventure, Inc.
$16,750.00

Total CDBG funds to be reimbursed to these agencies
$60,250.00

How will this affect city programs or services? The CDBG Program's purpose is to assist the City of Boynton Beach to meet the needs of its lower income residents. The agencies that are being funded will offer various forms of assistance that are considered public service. These agencies request funding to provide for staffing, salaries, and activity delivery costs related to the program.

Fiscal Impact: None.

Attachments:
R25-230 Agenda_Item_3563-2025_Resolution_to_approve_CDBG_Subaward_Agreements_between_City_and_Pathways_
Composite Exh. A to Reso - FY 2025 CDBG - Legal Aid Society of PBC, Inc. - Subrecipient Agreement.pdf
Composite Exh. A to Reso - FY 2025 CDBG - Pathways to Prosperity, Inc - Subrecipient Agreement.pdf
Composite Exh. A to Reso - FY 2025 CDBG - Feeding South Florida, Inc. - Subrecipient Agreement.pdf
Composite Exh. A to Reso - FY 2025 CDBG - Sea Turtle Adventures, Inc. - Subrecipient Agreement.pdf
R25-202 - CDBG FY 2025 Annual Action Plan.pdf

RESOLUTION NO. R25-230

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBAWARD AGREEMENTS BETWEEN THE CITY OF BOYNTON BEACH AND PATHWAYS TO PROSPERITY, INC., FEEDING SOUTH FLORIDA, INC., LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC., AND SEA TURTLE ADVENTURES, INC. FOR FISCAL YEAR 2025; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 5, 2025, the City of Boynton Beach ("City") adopted the Community Development Block Grant ("CDBG") Annual Action Plan ("Plan") for Fiscal Year 2025 by Resolution R25-202; and

WHEREAS, $518,962 was allocated under the Plan, and several local non-profit agencies of CDBG eligible activities have submitted grant applications requesting funds to assist in the delivery of their programs, which benefit eligible low-to-moderate income residents of the City; and

WHEREAS, the eligible non-profit agencies include Legal Aid Society of Palm Beach County, Inc., requesting $10,000, Pathways to Prosperity, Inc., requesting $16,750, Feeding South Florida, Inc., requesting $16,750, and Sea Turtle Adventures, Inc., requesting $16,750, for a total of $60,250; and

WHEREAS, the CDBG Program's purpose is to assist the City in meeting the needs of its lower-income residents, with funding requested to offer various forms of assistance for public service, and to provide funding for staffing salaries and activity delivery costs related to the Program; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the CDBG Subaward Agreements between the City and Legal Aid Society of Palm Beach County, Inc., Pathways to Prosperity, Inc., Feeding South Florida, Inc., and Sea Turtle Adventures, Inc.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does approve the Community Development Block Grant Subaward Agreements between the City and Legal Aid Society of Palm Beach County, Inc., Pathways to Prosperity, Inc., Feeding South Florida, Inc., and Sea Turtle Adventures, Inc. for fiscal year 2025, in form and substance similar to that attached as **Composite Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Community Development Block Grant Subaward Agreements between the City and Legal Aid Society of Palm Beach County, Inc., Pathways to Prosperity, Inc., Feeding South Florida, Inc., and Sea Turtle Adventures, Inc. for fiscal year 2025. The Mayor is further authorized to execute any ancillary documents required under the Agreements or necessary to accomplish the purposes of the Agreements, including any term extensions as provided in the Agreements, provided such documents do not modify the financial terms or material terms.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-230

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Legal Aid Society of Palm Beach County, Inc.**

for a CDBG subaward of an amount not to exceed $10,000.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Public Services Activity – Fair Housing Project.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R25 – 202_____
City Manager's Office:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – Legal Services, Tenant/Landlord Counseling; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 5
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 28

Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Legal Aid Society of Palm Beach County, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 423 Fern Street, Suite 200 West Palm Beach, FL 33401 **Agreement Liaison Name:** Robert A. Bertisch, Esq., Executive Director **Email Address:** rbertisch@legalaidpbc.org

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5** (**"Notice"**) of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – Legal Aid and Counseling - Fair Housing Project** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R25 – 202
Resolution Date:	08/5/2025

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$10,000.00**.

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$10,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2026**, unless extended or renewed in accordance with the terms of this Agreement**.**

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION** to **9/30/2026.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Legal Aid Society of Palm Beach County, Inc. **Attn:** Robert A. Bertisch, Esq., Executive Director 423 Fern Street, Suite 200 West Palm Beach, Florida 33401

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the "*Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the "*Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200**, "Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes (**"Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities"**) or Section 287.135, Florida Statutes (**"Prohibition Against Contracting with Scrutinized Companies"**) subsequent to entering into this Agreement with the City.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as "**Exhibit B"**. **Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No": ____**

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or rozwadowskia@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget*;* and

c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written

approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

   a. Calculate, document, and record such Program Income and its intended use or uses;

   b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

   c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining

the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 7th of the month subsequent to the provision of services for which the City is being invoiced (January 7, 2026, April 7, 2026, July 7, 2026, and October 7, 2026).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or

Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the “Scope of Services” attached as “**Exhibit B**”;

2. Any goods or services that fall within the attached “Scope of Services”, but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 7th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 7, 2025, April 7, 2025, July 7, 2025, and October 7, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (7) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (7) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
City Manager's Office
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and "**Attachment 1**" (**Insurance Advisory Form**).

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) for annual aggregate, products completed/operations aggregate, and personal advertising Injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than two million dollars ($2,000,000) per wrongful act or claim and three million dollars ($3,000,000) annual aggregate. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars ($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any

individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,**" as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach

occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____ _____

City Clerk – Signature Mayor – Signature

Approved as to form:

_____

City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000.
Does the Subaward exceed **$100,000**? **No**

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 5
Certification Regarding Lobbying (Continued)

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Legal Aid Society of Palm Beach County, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	VMT7RKRMU3X3	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2026
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2025	**End:** 09/30/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$10,000.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$10,000.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$10,000.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – Legal Services, Tenant/Landlord Counseling; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Rebecca Shelton, Mayor **Email:** SheltonR@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

Exhibit B
Scope of Services

Fair Housing Project

Scope of Services

The Fair Housing Project is part of Legal Aid's Individual Rights Advocacy practice area which aims to improve a family's opportunities and living conditions through the provision of high quality civil legal advice, consultation, representation and outreach at no cost to participants and clients. Through this proposal for funding, City of Boynton Beach residents will benefit from the full spectrum of legal services provided by Legal Aid's 21 various projects. When appropriate, Boynton Beach residents seeking fair housing assistance will receive referrals and have access to advice, consultation and representation for a variety of legal matters, including but not limited to: representation at restraining order hearings for victims of domestic violence, sexual assault and stalking; investigation of cases of abuse, neglect and exploitation of frail and vulnerable seniors; assistance with immigration matters, particularly for victims of domestic violence and juveniles in the dependency system; and the filing of appeals for individuals with HIV/AIDS who have been wrongfully denied disability benefits.

The attorney will organize and conduct fair housing workshops and legal presentations for the general public and for social service providers and representatives from the banking and realty sectors. The attorney will also represent victims of unlawful discrimination in cases regarding the provision of housing services in state/federal courts, and before administrative agencies in cases seeking affirmative relief and counterclaims for damages and injunctive relief. Accordingly, he/she will file administrative discrimination complaints with HUD, the Palm Beach County Office of Equal Opportunity, and other appropriate agencies.

Requested Community Development Block Grant funds from the City of Boynton Beach will be used to provide fair housing education, outreach and enforcement activities for residents of the City of Boynton Beach. All activities will be presented by staff attorneys and paralegals from the Legal Aid Society's Fair Housing Project. Attorneys will be licensed and will have experience in fair housing, real property, landlord-tenant, consumer, mortgage foreclosure and housing law. All services will be offered free of charge and will be in support of the proposed eligible activities only. Fifteen (15) individuals will attend each of three (3) fair housing seminars and outreach events for a total of forty-five (45) individuals at $400 per event ($1,200.00). Sixteen (16) clients approximately will be represented through enforcement/discrimination activities at $550.00 per case ($8,800.00).

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Community Presentations	$1,200.00
Legal Counseling	$8,800.00
Totals	**$10,000.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2025 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors. Business

Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- $2,000,000 each occurrence
- $3,000,000 annual aggregate

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.

b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Pathways to Prosperity, Inc.**

for a CDBG subaward of an amount not to exceed $16,750.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Public Services Activity – CIRCLES Boynton Beach Program.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R25 – 202_____
City Manager's Office:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – Assistance to Increase Self-Sufficiency; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 6
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 28

Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Pathways to Prosperity, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 639 East Ocean Avenue, Suite 101 Boynton Beach, FL 33435 **Agreement Liaison Name:** Kemberly Bush, Executive Director **Email Address:** kbush@p2ppbc.org

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5** (**"Notice"**) of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – CIRCLES Boynton Beach Program** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R25 – 202
Resolution Date:	08/5/2025

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$16,750.00**.

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$35,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2026**, unless extended or renewed in accordance with the terms of this Agreement**.**

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION** to **9/30/2026.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Pathways to Prosperity, Inc. **Attn:** Kemberly Bush, Executive Director 639 East Ocean Avenue, Suite 101 Boynton Beach, Florida 33435

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the "*Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the "*Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200**, "Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes (**"Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities"**) or Section 287.135, Florida Statutes (**"Prohibition Against Contracting with Scrutinized Companies"**) subsequent to entering into this Agreement with the City.

H. **Anti-Human Trafficking**. On or before the Effective Date of this Agreement, SUBRECIPIENT shall provide City with an affidavit attesting that the SUBRECIPIENT does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

I. **Countries of Concern**. SUBRECIPIENT represents that it is, and for the duration of the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as "**Exhibit B"**. **Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No": ____**

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or rozwadowskia@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

   a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

   b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

   a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

   b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget*;* and

   c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

   a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

a. Calculate, document, and record such Program Income and its intended use or uses;

b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 7th of the month subsequent to the provision of services for which the City is being invoiced (January 7, 2025, April 7, 2025, July 7, 2025, and October 7, 2025).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request

shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the “Scope of Services” attached as “**Exhibit B**”;

2. Any goods or services that fall within the attached “Scope of Services”, but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the

overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 7th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 7, 2025, April 7, 2025, July 7, 2025, and October 7, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (7) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (7) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
Department of Financial Services
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and "**Attachment 1**" (**Insurance Advisory Form**).

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) for annual aggregate, products completed/operations aggregate, and personal advertising Injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than two million dollars ($2,000,000) per wrongful act or claim and three million dollars ($3,000,000) annual aggregate. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars ($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any

individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,**" as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach

occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Form 6	Affidavit of Compliance with Anti-Human Trafficking Laws
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____
City Clerk – Signature

_____
Mayor – Signature

Approved as to form:

_____
City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000. Does the Subaward exceed **$100,000**? **No**

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Form 6
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___Signed: _____

Entity: _____ Name: _____

Title: _____
STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.
Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: _____ My commission expires: _____

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Pathways to Prosperity, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	EH5XLFEQ5C95	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2026
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2025	**End:** 09/30/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$16,750.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$16,750.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$16,750.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – Assistance to Increase Self-Sufficiency; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Rebecca Shelton, Mayor **Email:** SheltonR@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

Exhibit B
Scope of Services

CIRCLES Boynton Beach Program

Overview: Circles Palm Beach County is based on a model that empowers people in poverty to build intentional relationships across income and class lines. Circles is a nationwide, proven anti-poverty strategy recognizing a family's upward mobility is inextricably linked to the economic & social capital of their personal and professional "circles". Circles' unique, comprehensive curriculum identifies and addresses barriers keeping people in poverty.

Circles is a highly effective program: within our most recent cohort of graduates, 33% experienced increased income within the first 6 months of program participation. 41% of Boynton Beach Circles' participants increased their savings in the last year, with an average savings increase of $4,111.

Circles PBC will serve 21 Circle Leaders from Boynton Beach and their families, for a total of 50 individuals from Boynton Beach served. Participants will receive family stabilization support and financial literacy, dinner, childcare, and support with transportation for Circles-related meetings, plus case management and wrap-around support.

Scope of Services: Circles matches people living in poverty, or "Circle Leaders", with middle- to upper-income volunteers, called "Allies", to establish relationships across class lines and create multidimensional support systems. Circles staff, or "Coaches", provide financial literacy, transitional services, guide goal-setting and match Circle Leaders with a volunteer Ally. Allies support them in reaching their goals: increasing savings or skills, getting a job or a better one, making sound financial and other life decisions. The Circles Case Manager provides wrap-around support such as obtaining government IDs, safe/stable housing, food security, healthcare access, emergency financial support when needed, parenting and childcare resources, and more.

Circle Leader training is conducted in cohorts of 15 to 20 individuals for 15 to 18 weeks, culminating in a graduation celebration. Participants assess their current relationships, resources and reason or purpose for making the necessary changes to escape from poverty permanently. During this time Allies also attend training sessions that increase awareness of poverty issues within the families they will be matched with as well as issues that affect the community as a whole.

After graduating from Circle Leader training, participants are matched with an Ally for a minimum of 18 months, where the real work begins. They work towards reaching their SMART goals in 3 key areas: financial, educational, and social.

Moving forward, weekly Community Meetings gather Circle Leaders, Allies, Coaches, and other interested community members to provide support and networking opportunities, with topics such as how to start a business (with speakers from CRA) and first time homebuying (with local real estate professionals).

Big View Meetings are held once per month, and feature a far-ranging discussion of the causes of poverty in the community and how to address them for the long term, in the process removing systemic barriers. A 12-person Guiding Coalition, spearheaded by Circle Leader graduates, helps determine programmatic direction and meets once per month.
We also host monthly Circle Leader and Ally mixers, where everyone breaks bread together while discussing challenges and sharing successes.

Dinner, childcare, and support with transportation for all Circles-related meetings is provided. Children of Circle Leaders and Allies are introduced to financial literacy education through our Circles for Youth program, where they, too, create Dream Boards, set SMART goals, open bank accounts, and participate in savings challenges much

like the adult participants.

$16,750.00 of CDBG funds will cover the partial salary of the Circles Coach, who provide 1:1 support to Circle Leaders during and after their Circle Leader training, as well as facilitate their match with an Ally. Coaches are tasked with maintaining weekly, even sometimes daily, contact with their Circle Leaders and walking them through any challenges they may face through their journey out of poverty.

.

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Staff Salary and fringe Benefits	$16,750.00
Totals	**$16,750.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2025 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- $2,000,000 each occurrence
- $3,000,000 annual aggregate

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from

others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)
Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If

any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Avenue
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, co- insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Feeding South Florida, Inc.**

for a CDBG subaward of an amount not to exceed $16,750.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Public Services Activity – Senior Meal Delivery Program.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R25 – 202_____
City Manager's Office:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – Senior Meal Delivery Program; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 5
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 28

Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Feeding South Florida, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 4925 Park Ridge Blvd., Boynton Beach, FL 33426 **Agreement Liaison Name:** Allyson Vaulx, AVP of Philanthropy **Email Address:** grants@feedingsouthflorida.org

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5** (**"Notice"**) of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – Senior Meal Delivery Program** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R25 – 202
Resolution Date:	08/5/2025

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$16,750.00**.

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$16,750.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2026**, unless extended or renewed in accordance with the terms of this Agreement**.**

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION** to **9/30/2026.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Feeding South Florida, Inc. **Attn:** Allyson Vaulx, AVP of Philanthropy 4925 Park Ridge Blvd. Boynton Beach, Florida 33426

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the "*Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the "*Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200**, "Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes (**"Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities"**) or Section 287.135, Florida Statutes (**"Prohibition Against Contracting with Scrutinized Companies"**) subsequent to entering into this Agreement with the City.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as "**Exhibit B"**. **Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No": ____**

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or rozwadowskia@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget*;* and

c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written

approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

a. Calculate, document, and record such Program Income and its intended use or uses;

b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining

the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 7th of the month subsequent to the provision of services for which the City is being invoiced (January 7, 2026, April 7, 2026, July 7, 2026, and October 7, 2026).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or

Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the “Scope of Services” attached as “**Exhibit B**”;

2. Any goods or services that fall within the attached “Scope of Services”, but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 7th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 7, 2025, April 7, 2025, July 7, 2025, and October 7, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (7) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (7) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
City Manager's Office
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and "**Attachment 1**" (**Insurance Advisory Form**).

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) for annual aggregate, products completed/operations aggregate, and personal advertising Injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than two million dollars ($2,000,000) per wrongful act or claim and three million dollars ($3,000,000) annual aggregate. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars ($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any

individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,**" as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach

occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____
City Clerk – Signature

_____
Mayor – Signature

Approved as to form:

_____
City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000.
Does the Subaward exceed **$100,000**? **No**

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 5
Certification Regarding Lobbying (Continued)

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Feeding South Florida, Inc	
SUBRECIPIENT's Unique Entity Identifier (UEI):	Z6MBJ8KL9MX1	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2026
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2025	**End:** 09/30/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$16,750.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$16,750.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$16,750.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – ICare Program; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Rebecca Shelton, Mayor **Email:** SheltonR@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

Senior Meal Delivery Program

Scope of Services

The goal of Feeding South Florida's Senior Meal Delivery Program is to help low-income, homebound older adults achieve health stability by addressing the underlying obstacles of access to nutritious food. Malnourishment, insufficient caloric intake and an unbalanced diet lead to poor health outcomes. This program addresses two main concerns facing one of South Florida's most vulnerable populations: social isolation and food insecurity. Seniors experience higher homebound rates due to limited mobility, transportation and financial means.

CDBG funding will pay for activity delivery cost, including partial salary of delivery driver, food purchase to prepare the meals, and vehicle mileage to deliver the meals. CDBG funds will allow us to increase the caseload and to serve 9 additional seniors in Boynton Beach. 9 seniors will be provided with 240 meals each, for one year, totaling 2,160 meals.

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Staff Salary and fringe benefits	$960.00
Food for Meals	$15,638.00
Mileage	$152.00
Totals	**$16,750.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2025 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors. Business

Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- $2,000,000 each occurrence
- $3,000,000 annual aggregate

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.

b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Sea Turtle Adventures, Inc.**

for a CDBG subaward of an amount not to exceed $16,750.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Public Services Activity – ICare Program.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R25 – 202_____
City Manager's Office:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – ICare Program; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 5
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 28

Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Sea Turtle Adventures, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 235 SW 6th Avenue, Boynton Beach, FL 33435 **Agreement Liaison Name:** Jacquelyn Lorne, Executive Director **Email Address:** jlorne@seaturtleadventure.org

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5** (**"Notice"**) of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – ICare Program** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R25 – 202
Resolution Date:	08/5/2025

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$16,750.00**.

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$16,750.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2026**, unless extended or renewed in accordance with the terms of this Agreement**.**

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION** to **9/30/2026.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Sea Turtle Adventures, Inc. **Attn:** Jacquelyn Lorne, Executive Director 235 SW 6th Avenue Boynton Beach, Florida 33435

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the "*Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the "*Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200**, "Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes (**"Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities"**) or Section 287.135, Florida Statutes (**"Prohibition Against Contracting with Scrutinized Companies"**) subsequent to entering into this Agreement with the City.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as "**Exhibit B"**. **Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No": ____**

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or rozwadowskia@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget*;* and

c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written

approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

   a. Calculate, document, and record such Program Income and its intended use or uses;

   b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

   c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining

the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 7th of the month subsequent to the provision of services for which the City is being invoiced (January 7, 2026, April 7, 2026, July 7, 2026, and October 7, 2026).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or

Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the “Scope of Services” attached as “**Exhibit B**”;

2. Any goods or services that fall within the attached “Scope of Services”, but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 7th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 7, 2025, April 7, 2025, July 7, 2025, and October 7, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (7) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (7) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
City Manager's Office
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and "**Attachment 1**" (**Insurance Advisory Form**).

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) for annual aggregate, products completed/operations aggregate, and personal advertising Injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than two million dollars ($2,000,000) per wrongful act or claim and three million dollars ($3,000,000) annual aggregate. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars ($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any

individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,**" as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach

occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____
City Clerk – Signature

_____
Mayor – Signature

Approved as to form:

_____
City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000.
Does the Subaward exceed **$100,000**? **No**

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 5
Certification Regarding Lobbying (Continued)

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Sea Turtle Adventures, Inc	
SUBRECIPIENT's Unique Entity Identifier (UEI):	81-3999409	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2026
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2025	**End:** 09/30/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$16,750.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$16,750.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$16,750.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – ICare Program; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Rebecca Shelton, Mayor **Email:** SheltonR@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

ICare Program

Scope of Services

The Sea Turtle Adventures ICare Program uses targeted activity- based learning opportunities to help young adults with autism and other developmental disabilities (A/DD). Adults with A/DD will learn about conservation while building life skills and relationships through outdoor gatherings.

The STA iCare Program uses targeted, activity-based learning opportunities to help young adults with A/DD stay active, develop physical and mental strength, make healthy lifestyle choices, and learn about self-advocacy. These goals are accomplished through several components of programming. The iCare Day Program is held every Monday, Tuesday, and Wednesday from 9am-2pm. Up to 30 adults with A/DD attend each day to participate in a diverse range of activities at our Boynton Beach headquarters and through visits to different locations around Palm Beach County.

CDBG funding will pay the partial salary of the Outreach Specialist for one year. The rest of the pay beyond the use of grant funds will be covered by STA's iCare Program. The result of this funding will impact over 250 adults with A/DD by improving physical and mental wellness, increasing quality of life through introduction to new skills and interests, and facilitating social engagement and building relationships.

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Staff Salary and fringe benefits	$16,750.00
Totals	**$16,750.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2025 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors. Business

Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- $2,000,000 each occurrence
- $3,000,000 annual aggregate

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.

b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

RESOLUTION NO. R25-202

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR FISCAL YEAR 2025; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach ("City") is in its twenty-ninth year as a federal entitlement community under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. Per federal regulations at 24 CFR Part 91 – Consolidated Submissions for Community Planning and Development Programs, the City is required to prepare an Annual Action Plan (the "Plan"); and

WHEREAS, the Plan must identify the City's housing and community development needs, prioritize those needs since funding is limited, establish goals and objectives for the funding based on the priorities, and develop a strategic plan for how the funds will be used each year; and

WHEREAS, the Plan is an application for funding for the CDBG Program, which identifies activities undertaken each program year of the Five-Year Consolidated Plan. HUD published the City's actual CDBG allocation of $518,962.00 for fiscal year 2025 (October 1, 2025, to September 30, 2026), which is the fourth year of the five-year Consolidated Plan period; and

WHEREAS, the CDBG program focuses on priorities essential to the primary objectives of Title 1 of the Housing and Community Development Act of 1974, as amended. Those objectives are the provision of decent housing, suitable living environments, and the expansion of economic opportunities for its citizens, particularly low-to-moderate income (LMI) persons; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to adopt the Community Development Block Grant Annual Action Plan for fiscal year 2025.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby

adopt the Community Development Block Grant Annual Action Plan for fiscal year 2025, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute any ancillary documents, certifications, or assurances required to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-202

PASSED AND ADOPTED this 5th day of August 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Rebecca Shelton
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH

DAN DUGGER, CITY MANAGER

RJ RAMIREZ, COMMUNITY IMPROVEMENT DIVISION, MANAGER

FY 2025

One Year Annual Action Plan

CITY OF BOYNTON BEACH

CITY MANAGER'S OFFICE

COMMUNITY IMPROVEMENT DIVISION

100 EAST OCEAN AVENUE,

BOYNTON BEACH, FLORIDA 33435

OFFICE: 561.742.6359

www.boynton-beach.org

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a requirement of the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and per 24 CFR Part 91 – Consolidated Submissions for Community Planning and Development Programs, the City of Boynton Beach ("City") is required to submit an Annual Action Plan. The Annual Action Plan is a component of the City's Five-Year Consolidated Plan for fiscal Year 2022/2026. The City continues its focus on priorities that are essential to the primary objectives of Title 1 of the Housing and Community Development Act of 1974, as amended. Those objectives continue to be the provision of decent housing, suitable living environments, and the expansion of economic opportunities for its citizens, particularly low/moderate income persons.

The City of Boynton Beach's objectives plan focuses on the preservation of existing housing stock, providing new affordable housing, homelessness and special needs, and meeting other non-housing and community development needs associated with the reduction of poverty, educational needs and economic development incentives.

The Annual Action Plan is an application for funding for the Community Development Block Grant (CDBG) Program, which identifies activities that will be undertaken during the next fiscal year. These activities selected for funding are in accordance with the priorities established by the 2022/2026 Consolidated Plan and are in accordance with the primary objectives of the program.

HUD's published allocation of $518,962.00 to the City of Boynton Beach for Program Year (PY) 2025 is the subject of this Annual Action Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Boynton Beach plans to undertake the activities in part AP-20 (Annual Goals and Objectives of this document.) for FY 2025. Which are:

- Rehabilitation of Existing Units
- Economic Development Activity – Micro Enterprises
- General Public Services
- Planning and Administration

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City and the CDBG program committee considered the past performance of the CDBG subrecipients when determining the allocation of CDBG funds to proposed FY 2025 activities. The CDBG program committee considered funding requests from nonprofit organizations based upon the proposed benefit to low-to-moderate income residents, their experience in carrying out the proposed activities and meeting the CDBG requirements. CDBG funding was allocated only to activities that address the high priority needs of the 2022/2026 Consolidated Plan which were Public Services, owner-occupied housing rehabilitation, and economic development on the CDBG low-income target area.

During the third year of this new Consolidated Plan five-year period, the City completed those housing activities that were delayed during the prior year and leveraged its CDBG resources with those provided through the State Housing Initiatives Program (SHIP). Public services subrecipients continued to deliver services directly to beneficiaries, and continued to address the most immediate needs. All CDBG funds were used to address the activities determined as high priority in the City's FY 2024 Annual Action Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City used numerous strategies to elicit public comments including:

- The City advertised the availability of CDBG funds on February 21, 2025, February 25, 2025 and June 20, 2025 and held three public meetings onsite and virtually. The meetings were on 03/03/2025 and 06/03/2025 and 8/5/2025. The City solicited input from nonprofit organizations, and encouraged residents to participate in the preparation of the FY 2025 Action Plan.
- Published information ads in the City website and the local newspaper of general circulation.
- The Draft of the Action Plan Public was available for Public Comment from Monday, June 23, 2025 through Thursday, July 24, 2025.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received during the public review period.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views that were not accepted.

7. Summary

The City allocated the CDBG funds to primarily benefit low- and moderate-income households. The CDBG beneficiaries are either income-qualified residents that receive direct services or residents of neighborhoods where at least 51 percent of the population is low and moderate Income.

The City expects to receive $518,962.00 for FY 2025 in CDBG funds.

See Section AP-35 Projects for a detailed description of each activity. Below is a summary of the CDBG activities and allocations:

- Program Administration – $103,792.00 in CDBG funds for program administration. Planning and administrative cost must not exceed 20 percent of the grant.
- Housing – $338,170.00 CDBG funds for economic development and housing related activities.

Public Services – $77,000.00 in CDBG funds for public services activities. The Public Services allocation must not exceed 15 percent of the grant.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BOYNTON BEACH	City Manager's Office/Community Improvement Div.

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

RJ Ramirez, Community Improvement Division, Manager

City Manager's Office

100 East Ocean Avenue, Boynton Beach, FL 33435

Telephone: (561) 742-6359

E-Mail: ramirezr@bbfl.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Annual Action Plan development process, federal regulations (24 CFR 91.200(b), 91.215(i)) include the requirement that a jurisdiction consults extensively with community service providers, other jurisdictions, and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. The City developed the Annual Action Plan through analysis of demographic data, consultation with community groups and concerned citizens, meetings with individual contacts, consultation with public and private agencies, and discussions with other governmental agencies. Representatives of the agencies either attended meetings or were contacted individually for input.

Individuals and organizations were invited to attend stakeholder meetings and public meetings. This provided every stakeholder, interested party, or resident with the opportunity to reach out and provide feedback. At each meeting, attendees were encouraged to participate, provide input, and make recommendations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Boynton Beach City Manager's Office, through its Community Improvement Division, will continue implementing activities such as educational training and on-site technical assistance to enhance coordination efforts with public and private housing and supportive housing providers. This coordination will ensure the successful implementation of federally funded activities and the achievement of the goals and objectives set forth in the Consolidated Plan.

The City works with two local non-profit housing providers, a local Habitat for Humanity affiliate and the other a community development corporation that was designated as a community-based development organization (CBDO) to carry out a special activity by a CBDO in a low-to-moderate-income (LMI) area referred to as the Heart of Boynton. When available, the City donates vacant lots to both organizations to build affordable single-family houses for sale to LMI households with incomes at or below 80% of AMI.

The City does not have a public housing authority or any public housing units. However, the Palm Beach County and Delray Beach public housing authorities provide portable Housing Choice Vouchers that may be used in the City. The City also collaborates with the Boynton Beach Community Redevelopment Agency (CRA) on housing and economic development activities. Specifically, the Boynton Beach CRA also provides vacant lots to housing providers and assembles land, and issues requests for proposals to

developers for mixed-income and mixed-use real estate development projects that serve LMI households.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City does not receive federal funds directly to prevent homelessness. Residents who become homeless or are at risk of being homeless are eligible for emergency, transitional, rapid rehousing, permanent housing, and homeless prevention services through the County. The City of Boynton Beach will continue to work closely with Palm Beach County's Division of Human Services - Homeless and Housing Alliance (HHA) to help identify housing and services available for people who are homeless. The HHA aligns all activities and decisions with *Leading the Way Home Palm Beach County*, the County's adopted plan to end homelessness. The HHA membership includes interested citizens, formerly homeless persons, non-profit organizations, service providers, law enforcement, and faith-based agencies, governmental entities, educational organizations, and various civic groups. The HHA coordinates applications for funding under HUD's Continuum of Care (CoC) program and the State-funded Challenge grant program to ensure member efforts are effectively targeted and non-duplicative. Homeless services available in Palm Beach County include meals, housing, clothing, showers, medical care, mental health services, and various forms of housing. Assistance through emergency financial assistance, self-sufficiency programs, drug and alcohol intervention and treatment, and other general homeless services are also available. In addition, The City amended the SHIP Local Housing Assistance Plan to add a Rapid Re-Housing Strategy to assist homeless individuals in the City of Boynton Beach.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Palm Beach County Continuum of Care is the countywide strategy (inclusive of Boynton Beach) for meeting the needs of individuals and families who are homeless or at risk of becoming homeless. The Continuum of Care known as the Homeless and Housing Alliance of Palm Beach County (HHA) is responsible for developing the homeless delivery system strategy based on information provided by the Continuum of Care members. The HHA Executive Committee serves as the decision-making body responsible for planning evaluation and coordination of CoC resources and other relevant homeless funding. The Executive Committee is responsible for managing community planning, coordination, and evaluation to ensure that the system of homeless services and housing rapidly end people's homelessness permanently. The Committee consists of community-based representatives from government, business, formerly homeless individuals, law enforcement, banking, housing, service providers, faith groups, education, veterans, and health care. The HHA collaborates with community task forces to make sure crucial data is included in the Continuum planning process. The Homeless

Coalition of Palm Beach County is responsible for developing the Continuum of Care strategy based on information provided by the Continuum of Care Planning Committee. The Homeless Coalition of Palm Beach County's Board of Directors is a community-based Board with representatives from government, business, formerly homeless individuals, law enforcement, banking, housing, service providers, faith groups, education, veterans, and health care.

Although the City does not administer ESG funding, it supports efforts to house and provide support services to the homeless through the Continuum of Care. The Continuum of Care system begins with the Homeless Management Information System or HMIS. Homeless Individuals are navigated through the system either by telephone or through direct contact during Outreach efforts. The Continuum of Care Point-In-Time count is conducted to identify the number of homeless individuals and families in the county. It also serves to measure the needs of the homeless as well as provide direction for future development of housing and services.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	The Boynton Beach Faith Based Community Development Corporation
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An interview was conducted with agency staff. The BBFBCDC is a Community Housing and Development Organization situated within the CDBG target area. They are a sub-grantee with a history of providing affordable housing for LMI individuals and families. However, the high cost of land and housing construction in the City and County will severely limit their ability to serve residents.
2	**Agency/Group/Organization**	Delray Beach Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization will continue to help transitioning homeless individual from public housing to homeownership. It will also continue to assist family served through Section 8 subsidized housing program.
3	**Agency/Group/Organization**	Legal Aid Society of Palm Beach County
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Palm Beach County, Inc. will continue assist to low income residents with legal advice regarding housing complains within the jurisdiction and keep the City apprised of the educational needs of its residents, lenders and other private housing providers. This partnership will result in decreased unfair housing practices.
4	**Agency/Group/Organization**	Homeless and Housing Alliance of Palm Beach County
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Homeless Coalition of Palm Beach County, Inc. was consulted regarding housing need in the community and homeless need strategies. The organization will continue to serve low-income individuals to prevent and end homelessness in our community. City staff maintain regular contact with the coalition throughout the year and include them in all discussions related to homeless services. The expected outcome will be a referral source for homeless individuals and families, and further collaboration on strategies to provide housing for homeless individuals and families.
5	**Agency/Group/Organization**	Pathways to Prosperity
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
6	**Agency/Group/Organization**	AID TO VICTIMS OF DOMESTIC ABUSE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Emergency Transitional Housing, advocacy and Counseling
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

7	**Agency/Group/Organization**	Career Source of the Palm Beaches
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff reviewed the agency website to assess the job training and placement needs of low-income individuals in the community. It is anticipated that this consultation will result in potential CDBG funding for economic opportunities if the agency applies for funding.
8	**Agency/Group/Organization**	Habitat for Humanity of South Palm Beach County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Boynton Beach has partnered with Habitat on several projects (Purchase Assistance and Housing Rehabilitation) utilizing SHIP Funds. The city will continue to work with Habitat to assist LMI households to obtain affordable homes.

Identify any Agency Types not consulted and provide rationale for not consulting

Adjacent units of general local government were not consulted directly on the Plan, but the City through its Comprehensive Plan has included policies addressing regional issues (housing, transportation, and sustainability) and encouraging collaboration between the City and other agencies.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Palm Beach County Health and Human Services	The City collaborates with Palm Beach County to implement strategic goals and policies under the Continuum of Care.
Florida Housing Finance Corporation Annual Report	Florida Housing Finance Corporation	The City collaborates with Florida Housing Finance Corporation to implement strategic goals and policies under the State Housing Initiatives and Partnership Program.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Boynton Beach is engaged in ongoing activities to involve citizens and stakeholders in the Annual Action Plan planning process. In an effort to increase Citizen Participation among the public, private, and nonprofit organizations that deliver housing, social services, and community/economic development within the City, three stakeholder meetings were held in person and virtually.

Notices the funding was distributed City wide through a variety of media outlets including; direct emails and phone calls to non-profits organizations, and City website Public Notice.

The needs assessment/public participation and application workshop meeting was held on March 3, 2025.

Notice of the plan and final approval from the Commission was advertised in the local newspaper (Palm Beach Post), and the City's Website the first public notice about the Notice of Funding Opportunity was published the newspaper on February 21, 2025, notifying the public about the Plan, the process, and the meeting place and time. The second public notice was published on February 21, 2025, notifying local non-profits about the opportunity of funding, meeting date and time, about the application the process, and the community needs on the five-year consolidated plan. The third notice was published on June 20, 2025, notifying the public about the 30-day comment period of the draft of the Annual Action Plan and the second and third public meeting were on June 3, 2025 and August 5, 2025 at City Commission.

Public Meetings: Three public meeting were held in person and online the meetings were on 03/03/2025 and 06/03/2025 and 8/5/2025. The City reviewed the Annual Action Plan process with members of the public, also with non-profit organizations to address the Notice of Funding Opportunity. The application process was explained, along with some of the CDBG program federal regulations and other requirements of the program. Questions and answers were made regarding how to apply for the CDBG funding, CDBG national objectives, eligible activities, administrative costs of CDBG, the need for affordable housing, multi-family housing, and neighborhood revitalization. In addition, the Plan funding allocation recommendation was presented at the City Commission public meeting on 6/3/2025 and on 08/05/2025 the Plan was presented at the City Commission to approved and adopt the final Plan.

30-day comment period – The draft Annual Action Plan was made available on the City's website, at City Hall, and the Public Library for 30 days to solicit public comment from June 23, 2025, to July 24, 2025. No comments were received.

The Consolidated Plan was submitted for City Commission approval on August 5, 2025, and residents were given the opportunity to comment on the plan through a public hearing no comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish and Creole Non-targeted/broad community	Notice of Public Meeting and Notice of Funding Opportunity was published on City's website.	Phone calls were received by local non-profits organizations asking about the application process.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish and Creole Non-targeted/broad community	18 individuals attended the meeting, including 4 non-profit organization representatives. Creole and Spanish translators were made available. Questions were asked from non-profit organizations about the application process, funds available, and the income certification process.	No comments were made by members of the public.	None.	
3	Newspaper Ad	Minorities Non-targeted/broad community	Notice of Annual Action Plan 30 days Public Comment Period and second Public Meeting was published on City's website.	No comments were received by members of the public.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Annual Action Plan Made Available	Minorities Non-targeted/broad community	Draft of Annual Action Plan was made available to the public at City Hall, Public Library and online for 30-day comment period from June 23 to July 24, 2025.	No comments were received by members of the public.	None.	
5	Public Meeting	Non-targeted/broad community	Public Hearing on August 5, 2025, The FY 2025 Annual Action Plan was presented to City Commission for approval. __ members of the public attended the meeting; The Annual Action Plan and funding recommendations was explained to City Commission and members of the Public.	No comments were received by members of the public.	None.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Boynton Beach receives Community Development Block Grant (CDBG) funds from HUD as an entitlement participant in its Community Planning and Development (CPD) programs. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low and moderate income. In addition, the City will leverage the activities identified in the Action Plan with State Housing Initiatives Partnership (SHIP) Program funds and local general funds. As other activities or needs arise, the Commission will be approached to provide necessary funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	518,962.00	0.00	0.00	518,962.00	0.00	The City allocates CDBG funds for a variety of activities including housing rehabilitation, and public services.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

When eligible, CDBG funds will be utilized to leverage City general fund allocations, other local, federal, and state funds to complete community development activities, address housing needs, and provide services to meet the needs of City residents. State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiative Partnership (SHIP) Program are an example of funding that will leverage CDBG funds allocated to affordable housing activities. This opportunity to leverage Federal and state funds allows the City to assist very low, low, low-to moderate- and middle-income citizens. The State SHIP fund allocation for the FY 2025-2026 is $631,328.00. Where available, the City will donate vacant City-owned lots to community development corporations for the development of new housing as part of its neighborhood revitalization efforts.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City will continue to seek vacant land and residential structures for donation or sale to non-profit developers as these become available. The cost of properties in Palm Beach County continues to be unaffordable because the lack of available land. At the time of submission of this Plan, the City does not own properties that might be used to address the needs in the plan.

Discussion

The allocation of federal resources and program design will be impacted with more focus on meeting immediate needs. Public services to assist special needs and vulnerable populations and persons who are at risk of homelessness due to job loss will be top priority for resources. There are also opportunities for the City to work with other governmental entities and the private sector to address the needs of Boynton Beach residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provision of public services	2022	2026	Non-Housing Community Development	Heart of Boynton Citywide	Increased Public Services	CDBG: $77,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 164 Persons Assisted
2	Create and maintain safe and affordable housing.	2022	2026	Affordable Housing	Heart of Boynton Citywide	Rehabilitation and Preservation of Existing Houses	CDBG: $238,170.00	Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Planning and grant administration	2022	2026	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Heart of Boynton Citywide	Rehabilitation and Preservation of Existing Houses Increased Public Services Economic Development Fair Housing Services	CDBG: $103,792.00	Other: 1 Other
4	Increase Quality of Public Improvements	2022	2026	Non-Housing Community Development	Heart of Boynton	Economic Development	CDBG: $100,000.00	Jobs created/retained: 5 Jobs Businesses assisted: 5 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provision of public services
	Goal Description	No more than 15% of CDBG funds will be used to assist residents with a broad spectrum of public services activities to enhance their living environment. Public services will be provided by non-profit organizations that will be selected through an RFP process. CDBG will fund 4 non-profit Organizations and will administer a Public Services activity through the Boynton Beach Police Department.
2	**Goal Name**	Create and maintain safe and affordable housing.
	Goal Description	Home repairs/residential rehabilitation for low- to moderate-income homeowners of single-family owner-occupied homes and Housing Rehabilitation Program Administration.
3	**Goal Name**	Planning and grant administration
	Goal Description	Funding to the City's Community Improvement Division for planning and grant administration that doesn't exceed 20% of the CDBG grant to implement and/or coordinate the implementation of all CDBG activities to meet the FY 2025 Annual Action Plan goals and objectives.
4	**Goal Name**	Increase Quality of Public Improvements
	Goal Description	Microenterprise Assistance Program is designed to support microenterprises in Boynton Beach by providing financial assistance that directly leads to job creation. This program is aimed at microenterprises defined as businesses with five or fewer employees that are either located in low-to-moderate income (LMI) areas or owned by LMI individuals.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will fund in FY 2025-2026 using CDBG funds. Up to 20% of the CDBG grant can be expended on Planning and Administration. State of Florida SHIP funds will be leveraged with the federal funds for Rehabilitation of substandard housing, and the cost administering the program, the City will assist small business located in the CDBG target area with a Economic Development - Micro enterprise activity. CDBG funds allocated to Public Services will be awarded through a Request for Proposal process for eligible and qualified community-based non-profit organizations, to provide needed services that will assist in the improvement of the quality of life for our underserved population. No more than 15% of the CDBG grant can be expended on public service activities. The specific activities to be funded below were based on the priorities set by the Consolidated Plan and applications submitted by the non-profit organizations.

Projects

#	Project Name
1	CDBG Planning and Administration (2025)
2	Unsheltered Persons and Victims of Violent Crime Initiative (2025)
3	Fair Housing Project (2025)
4	CIRCLES Program (2025)
5	Senior Meal Delivery Program (2025)
6	ICare Program (2025)
7	Economic Development Micro Enterprise (2025)
8	Housing Rehabilitation Administration (2025)
9	Housing Limited Rehabilitation Program
10	Housing Rehabilitation

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based on the City's housing and community development needs assessment contained in the Consolidated Plan, feedback from residents and other community stakeholders, funding applications received through a competitive grant applications cycle, and the City Commission. The CDBG application review committee considered funding requests from non-profit agencies based upon the proposed benefit to low- and moderate-income Boynton Beach residents, the agencies demonstrated capacity to carry out the proposed activities, the financial feasibility of the

proposed activities, and the amount of funding available.

Housing market conditions related to demand and supply of both affordable rental and homeownership housing and the high costs of vacant land and construction continues to make very difficult to serve the housing needs of LMI families. The City is challenged to develop and implement a well-coordinated and integrated outcome-driven service delivery system that meets the City's housing and community development needs and goals within the limits of available funding and external conditions.

The City will continue to address the affordable housing crisis which was deemed the highest priority in the needs assessment by continue to fund Owner-Occupied Housing Rehabilitation activities. The rehabilitation of existing single-family homes to include roof replacement or repair, installation of energy efficient windows and doors, plumbing repair, electrical upgrade and other repairs in an effort to eliminate slum and blight, and preserve the City's housing.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Planning and Administration (2025)
	Target Area	
	Goals Supported	Planning and grant administration
	Needs Addressed	Rehabilitation and Preservation of Existing Houses Increased Public Services Economic Development Fair Housing Services
	Funding	CDBG: $103,792.00
	Description	Administration of the CDBG program to include staff and other related cost of program management, coordination, monitoring reporting, evaluation and oversight. Subject to statutory limitation of 20% of annual allocation.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Not Applicable
	Planned Activities	Daily administration of the plan to include monitoring of subrecipients, providing technical assistance, reporting and other administrative duties.
2	**Project Name**	Unsheltered Persons and Victims of Violent Crime Initiative (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Increased Public Services
	Funding	CDBG: $16,750.00
	Description	The Unsheltered and Victims of Violent Crime Initiative will assist the homeless and/or victims of violent crime by aiding with emergency temporary shelter. Each case will be evaluated by the Victim Advocate to determine the type of assistance needed when no other type of shelter is available; this could be temporary shelter ranging from 1 to 5 motel/hotel nights; and/or rental assistance; until other services has been identified.

	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	23 LMI Individuals or families will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Administered by the City's Police Department this activity will provide Emergency shelter assistance to homeless and victims of violent crime.
3	**Project Name**	Fair Housing Project (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Increased Public Services
	Funding	CDBG: $10,000.00
	Description	Education and outreach to inform the underserved population about fair housing laws and their legal rights.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	61 low and low to moderate-income persons estimated to benefit from this activity.
	Location Description	Citywide

	Planned Activities	The program will provide: • Fair housing outreach programs conducted at various public events throughout the City of Boynton Beach; • Provision of enforcement and counseling services to persons who lodge housing discrimination complaints; • Conducting of fair housing workshops to various citizens and professional groups throughout the City of Boynton Beach; • Representation for clients in discrimination and eviction cases; Anti-predatory and fair lending education and support seminars for community-based organizations, civic and faith-based groups and condo/homeowner associations.
4	**Project Name**	CIRCLES Program (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Increased Public Services
	Funding	CDBG: $16,750.00
	Description	This activity will benefit low-to-moderate-income individuals and households by providing self-sufficient trainings, mentoring, and case management for children and parents.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	21 LMI individuals.
	Location Description	Citywide
	Planned Activities	This activity will provide self-sufficient trainings, mentoring, and case management for children and parents to LMI individuals and families.
5	**Project Name**	Senior Meal Delivery Program (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Provision of public services

	Needs Addressed	Increased Public Services
	Funding	CDBG: $16,750.00
	Description	This activity will provide funding for Senior Meal Delivery Program. LMI Seniors will receive 20 meals per month deliver to their residence.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	9 Seniors are expected to benefit from this activity.
	Location Description	Citywide.
	Planned Activities	Costs associated with meal production and programmatic related expenses.
6	**Project Name**	ICare Program (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Increased Public Services
	Funding	CDBG: $16,750.00
	Description	The program provides outdoor educational activities to adults with autism and other developmental disabilities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50 Disable Individuals.
	Location Description	Citywide.
	Planned Activities	Costs associated with administering the ICare Program; including paying partial salary of the outreach specialist.
7	**Project Name**	Economic Development Micro Enterprise (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Increase Quality of Public Improvements

	Needs Addressed	Economic Development
	Funding	CDBG: $100,000.00
	Description	Funds to be used as grants for Micro Enterprises to encourage economic grow and employment in the CDBG Target.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5 Micro Enterprises.
	Location Description	Heart of Boynton and Citywide.
	Planned Activities	Eligible microenterprisees may receive up to $10,000 for eligible business expenses, plus $2,500 per new job created for LMI employees, up to four positions, for a maximum grant of $20,000 per business. Businesses must create at least one new position to qualify for funding.
8	**Project Name**	Housing Rehabilitation Administration (2025)
	Target Area	Heart of Boynton Citywide
	Goals Supported	Create and maintain safe and affordable housing.
	Needs Addressed	Rehabilitation and Preservation of Existing Houses
	Funding	CDBG: $90,000.00
	Description	Costs associated with administering rehabilitation to include writing work specifications, daily monitoring of projects, interaction with contractors and sub-contractors.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 LMI individual or Family
	Location Description	CDBG Target Area
	Planned Activities	Costs associated with administering rehabilitation to include writing work specifications, daily monitoring of projects, interaction with contractors and sub-contractors.

9	**Project Name**	Housing Limited Rehabilitation Program
	Target Area	Heart of Boynton Citywide
	Goals Supported	Create and maintain safe and affordable housing.
	Needs Addressed	Rehabilitation and Preservation of Existing Houses
	Funding	CDBG: $138,170.00
	Description	This program provides funding for housing repairs and improvements to eligible LMI-individuals (at or below 80 percent of AMI), elderly and/or disable homeowners. The purpose of the Limited Rehabilitation Program is to stabilize the homeowner residence by making essential repairs to make the home safe, accessible and livable.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5 LMI elderly and/or disable homeowner.
	Location Description	Citywide
	Planned Activities	This program provides funding for housing repairs and improvements to eligible LMI-individuals (at or below 80 percent of AMI), elderly and/or disable homeowners. The purpose of the Limited Rehabilitation Program is to stabilize the homeowner residence by making essential repairs to make the home safe, accessible and livable.
10	**Project Name**	Housing Rehabilitation
	Target Area	Heart of Boynton Citywide
	Goals Supported	Create and maintain safe and affordable housing.
	Needs Addressed	Rehabilitation and Preservation of Existing Houses
	Funding	:
	Description	This program provides funding for housing repairs and improvements to eligible LMI-individuals (at or below 80 percent of AMI). The purpose of the Rehabilitation Program is to stabilize the homeowner residence by making essential repairs to make the home safe, accessible and livable.
	Target Date	7/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	This program provides funding for housing repairs and improvements to eligible LMI-individuals (at or below 80 percent of AMI). The purpose of the Rehabilitation Program is to stabilize the homeowner residence by making essential repairs to make the home safe, accessible and livable.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City will allocate federal funding on a Citywide basis for the 2024 program year, with concentrations within Census tracts 5601, 5701, 5702, 6100, 6201, 6203, and 6300. Housing rehabilitation, however, can be Citywide for income eligible homeowners in need of code-related repairs. All projects included in this Annual Action Plan will benefit low- and-moderate income residents throughout the City.

Geographic Distribution

Target Area	Percentage of Funds
Heart of Boynton	65
Citywide	35

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Boynton Beach adheres to all program-specific eligibility requirements when allocating funds. Priorities for allocation of funding have been established through a combination of public feedback, needs analysis, internal and stakeholder feedback and opportunities for leveraging. All the proposed Action Plan projects will serve very low-, low-, and moderate-income persons and households.

All CDBG funds will be geographically allocated Citywide, with preferences on the CDBG target area as it is the area with the highest area of minority concentration and lowest of incomes. The City plans to focus its CDBG funds in its census tracts that have a low-to-moderate-income (LMI) population of 51 percent or more including the area called the Heart of Boynton.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Affordable Housing continues to be a priority with the City of Boynton Beach. The City's housing stock is aging and low- and moderate-income homeowners cannot afford to maintain or repair their homes. For this reason, rehabilitation of owner-occupied housing has been determined to be a high priority. The home repair needs of elderly persons and other income eligible households will continue to be addressed under CDBG and the SHIP Home Repair Program. During FY 2025, the City of Boynton Beach will leverage State of Florida SHIP funds to assist 5 households with rehabilitation of owner-occupied housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

During the Fourth year of this new Consolidated Plan five-year period, the City will leverage its CDBG resources with those provided through the State Housing Initiatives Program (SHIP) to address housing needs reflected in the statistical analysis contained in the Plan. This will include $238,170.00 in CDBG funds from FY 2025 and $1,240,796.00 in SHIP funds from FY's 2024 and 2025.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Boynton Beach does not own or operate a Public Housing Authority or Public Housing Agency within its jurisdiction. However, the Palm Beach County Housing Authority (PBCHA) does own forty-three single-family units in Boynton Beach. Palm Beach County residents are provided with affordable housing options that are free of housing discrimination and architectural barriers according to the PBCHA. Also, the Delray Beach Housing Authority provides Section 8 vouchers to residents in Boynton Beach. These tenants are kept aware of opportunities that become available within the City that will improve their living standards. They are notified whenever job fairs are scheduled as well as the CDBG process.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Outreach efforts are coordinated between the City of Boynton Beach, Palm Beach County and Delray Beach Housing Authorities with regard to informing Section 8 and/or public housing residents of new homebuyer opportunities. This includes notices of new affordable housing developments; homeownership seminars and workshops being sponsored by the City or its non-profit affordable housing partners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Homeless and Housing Alliance (HHA) of Palm Beach County (formerly the Continuum of Care) is intended to deliver a comprehensive and coordinated continuum of services for homeless individuals and families. The City of Boynton Beach is under the umbrella of the HHA of Palm Beach County. The system's fundamental components include homeless prevention, outreach and assessment, emergency shelter, transitional housing, supportive services, permanent housing, and permanent supportive housing. The HHA includes community-based membership with representatives from government, business, formerly homeless individuals, law enforcement, banking, housing service providers, faith groups, education, veterans, health care, and concerned individuals. Palm Beach County Division of Human Services (the Division) continues its role as the lead entity for the HHA which began in January 2006. City of Boynton Beach recognizes the need to address the homeless individuals and families, and those persons with special needs. A portion of SHIP funds are set aside for households with members with developmental disabilities. In addition, the City amended the SHIP Local Housing Assistance Plan to add a Rapid Re-Housing Strategy to assist homeless individuals and families in the City of Boynton Beach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City gives priority and allocates CDBG funds to projects benefiting the homeless population whenever it receives applications for CDBG funds. While the City does not receive Emergency Solutions Grant (ESG) funds, the City supports Palm Beach County Continuum of Care strategies to address homelessness. The City actively collaborates with Palm Beach County and other local cities to address homeless related needs.

Palm Beach County uses the Service Prioritization Decision Assistance Tool (SPDAT) is the assessment tool used during outreach activities. The tool prioritizes whom to serve and identifies what supportive services should be provided. Palm Beach County's Homeless Outreach Team (HOT), which leads the County's homeless outreach program, utilizes the SPDAT to conduct initial assessments in the field. Individual SPDAT scores are used to determine what programs and services are the most needed by the homeless individual. The HOT Team travels throughout the County to various location where the homeless are known to congregate in order to conduct on-site screenings.

The Homeless Coalition of Palm Beach County conducts Homeless Connect events throughout the County. These events allow the homeless population to receive haircuts, toiletries, clothing, and other

related items.

The Senator Phillip D. Lewis Center is the point of access for the homeless population to obtain housing and/or services in Palm Beach County. Homeless individuals and families are referred to the Lewis Center from the County's Homeless Outreach Team, as well as law enforcement.

Addressing the emergency shelter and transitional housing needs of homeless persons

Palm Beach County's HHA continues to prioritize the emergency shelter component for the County's ESG program. Palm Beach County provides ESG funding to support a transitional housing facility for single homeless men and two emergency shelters for victims of domestic abuse.

Palm Beach County operates a temporary emergency homeless shelter, the Lewis Center Annex. This shelter provides beds, showers, meals, medical services, and other supportive services for up to 125 chronically homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Palm Beach County assists homeless individuals and families to transition into permanent supportive and independent housing. The following actions will be undertaken by the County and its partners to help the homeless population transition into a permanent form of housing:

- Palm Beach County will continue to utilize Continuum of Care (CoC) and ESG funding to support three (3) Rapid Rehousing programs. These programs will provide financial assistance to homeless individuals/families to regain stability in permanent housing. The financial assistance will include security deposits, rental assistance, utility deposits, and utility assistance. These households will also continue to receive case management and other supportive services.
- HHA has established as a goal for the Continuum to give funding priority to permanent supportive housing programs that dedicate 100% of their beds for the chronically homeless.
- State Housing Initiative Partnership (SHIP) funds will be used by the County to operate a Housing Reentry Assistance (REAP) Program and Rapid Rehousing Program. This homeless prevention programs will provide rental security and utility deposits to eligible households whose income is up to 50% AMI.
- The County's CoC funding will continue to support permanent supportive housing programs that

dedicate 100% of their beds for the chronic homeless population. These programs provide 64 housing and support services to individuals as well to families.

The County will continue the SMART (Support, Marketing, Assistance, Rental, Tenant) campaign which recruits potential landlords to a database to match them with homeless individuals and families who need housing. Persons housed under this program are provided with deposits and monthly rental assistance which vary in length and dollar amounts based on the client's needs. Each household is assigned a case manager who in turn becomes the landlord's point of contact.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Palm Beach County uses local, state, and federal funding to support Homeless Prevention activities that are designed to assist low-income persons and families that find themselves threatened with homelessness:

- Palm Beach County provides financial assistance in the form of emergency rent and/or utility payments to households in order to prevent the household from becoming homeless. Homeless prevention funds target those individuals and families who would become homeless without the assistance.
- Palm Beach County participates in the Reentry Task Force whose mission is to implement comprehensive re-entry services to ex-offenders from the time of their entry into the prison system through their transition, reintegration, and aftercare in the community. These services will include, among others, case management and housing assistance. The Reentry Task Force partners include Palm Beach County, Criminal Justice Commission and Gulfstream Goodwill Industries.
- Palm Beach County makes funding available to agencies that provide housing and support services to youth who have been discharged from the state's foster care program and provides CoC funding to support the "Connecting Youth to Opportunities" program that provides rapid re-housing and support services to unaccompanied youth ages 18 to 24 who have aged out of the foster care system.
- The Lewis Center coordinates with area hospitals and mental health facilities to permit discharged patients to receive referrals to the Lewis Center. The referrals will allow for the discharged persons to access the County's homeless services.

The County's Division of Human and Veterans Services has oversight of HUD's Youth Homeless Demonstration Program (YHDP). The County awarded 4 nonprofit agencies funding under this program

to provide eligible activities that serve youth experiencing homeless, including unaccompanied and pregnant or parenting youth, where no member of the household is older than 24 years of age.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Boynton Beach remains committed to providing Affordable Housing. The City and its Community Redevelopment Agency conduct housing studies, and adopts plan ordinances to eliminate barriers to affordable housing. The City actively seeks to assist potential homeowners and developers interested in developing in our community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's adopted Local Housing Assistance Plan (LHAP) delineates steps taken to eliminate barriers to affordable housing. The City moved to lessen restrictions on development of non-conforming lots. The regulations focused on the Heart of Boynton District, the area with a significant number of such lots. They were previously unbuildable due to lot size and frontage requirements. In order to allow single-family residences to be built on these lots, staff modified development standards including revisions to lot area, lot frontage, setbacks, and minimum livable area. This action furthered the City's goal of increasing the inventory of attainable housing. Boynton Beach Community Redevelopment Agency (CRA) invested $26.6 million in affordable housing project including; 124 multi-family rentals for the 70% AMI, 150 rental apartments for the 80% to 120% AMI, and 19 single family homes and 22 townhomes for the 60% to 100% AMI. Community Improvement staff continue to work closely with the City's' Planning Department and is currently strategizing with local affordable housing providers. Staff remains committed to the following:

- Explore actions to eliminate land development regulations that impede affordable housing
- Continuing supporting traditional lenders who support affordable housing and promote equal housing for all
- Educate low and very low-income persons of fair lending rights and policies

Prioritize the provision of housing for very low, low, and moderate-income families with persons with physical or mental disabilities.

Discussion:

The production of affordable housing requires intense collaboration with lenders, developers, community leaders, and local government. It requires many incentives to keep everyone at the table in an effort to eliminate stigmas that may be associated with the production. All involved need to understand what the investment does to the community.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Boynton Beach will undertake a variety of activities aimed at addressing the needs of the low- and moderate-income households. This includes providing affordable housing to the extremely low-income population, addressing homelessness, and providing public services to low income children and families in need.

Actions planned to address obstacles to meeting underserved needs

The City supports services and projects aimed at addressing homelessness, social services, and housing affordability. The City of Boynton Beach will continue its current initiatives and collaborations with sub grantees, other public, private agencies and social service providers to meet the needs and eliminate the obstacles of its underserved residents. Programs utilizing CDBG funds and other countywide sources, impact numerous families with job searches, suitable housing, and food. The network fosters communication throughout the City.

Actions planned to foster and maintain affordable housing

The City preserves existing affordable housing stock by help financing rehabilitation of affordable housing projects or negotiating with the new owners of affordable housing projects. The City continually supports the preservation and development of affordable housing to maintain and increase affordable housing supply. Addition incentives offered are expedited permitting, and reduction in building fees. The City will continue efforts of fostering and maintaining existing and new affordable housing by working with our housing partners and potential new developers to expand and increase affordable housing opportunities.

Actions planned to reduce lead-based paint hazards

Overall, the goal of the City of Boynton Beach is to eliminate lead-based paint hazards and prevent childhood poisoning in our community. This can only be achieved through partnering with our public and private sectors. The City will follow all procedures specified in the applicable program regulations for activities receiving these funds. The City will also provide all contractors/sub-recipient agencies the required notifications to owners and occupants and inspect for defective paint surfaces in pre-1978 properties assisted. Any defective paint conditions found will be included in the project scope of work and treatment provided to the defective areas. All paint inspections, risk assessments and clearance testing of suspect properties will be performed by licensed testing professionals. As a policy, the City provides the HUD required informational pamphlets to homeowners and contractors to ensure that both the lead safe work and the EPS's Renovation Repair, and Painting Rule (RRP) practices are being

used for all Federally funded housing activities.

Actions planned to reduce the number of poverty-level families

The City's Economic Development efforts will provide incentives for business owner that will address the reduction of poverty level families. The City will work to increase the number of higher paying jobs that may in-turn reduce the number of poverty-level families and strive to expand new economic opportunities to build a more equitable business climate in Boynton Beach. Through its partnering agencies and non-profits organizations, efforts will continue to support educational opportunities, promote programs that prepare the workforce for new, or career changing paths to financial independence and seek new businesses that will retain young local talented residents.

Additionally, Pathways to Prosperity offer services that help develop employability skills for residents, thereby increasing their household incomes. Finally, the City supports applications for CDBG funds for job training and placement for youth and adults.

Actions planned to develop institutional structure

The City has a strong system of delivering and coordinating its community development goals and objectives internally with its City Departments and externally through its partnerships with lenders, nonprofit developers and social service providers throughout the county that allows for the leveraging of resources. The City undertakes a consultation process each year and invites comments/feedback from stakeholders within the housing and service delivery environs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with public and private agencies to coordinate the delivery of housing and related services. The City also maintains close relationship with nonprofit organizations that provide social services to the community.

The City administers its homeowner programs for existing and new homeowners with CDBG and State funding with its collaboration efforts with lenders, housing providers, and public housing agencies. This delivered with credit counseling, budgeting, and foreclosure prevention.

Discussion:

Affordable housing development requires multiple funding sources including the City's local funds, State dollars, federal funding, and available redevelopment property amassed by the City. To keep pace with the increasing demand for affordable housing and to balance development to ensure locational choice, continued federal and state funding is needed.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

All CDBG funds will be spend to assist the LMI community in the City of Boynton Beach.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF BOYNTON BEACH

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000282

* c. UEI: FYYMUAVJDKC6

d. Address:

* Street1: 100 EAST OCEAN AVENUE

Street2:

* City: BOYNTON BEACH

County/Parish: PALM BEACH

* State: FLORIDA

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 33435-0310

e. Organizational Unit:

Department Name: CITY MANAGER'S OFFICE

Division Name: COMMUNITY IMPROVEMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

* First Name: RJ

Middle Name:

* Last Name: RAMIREZ

Suffix:

Title: COMMUNITY IMPROVEMENT DIVISION, MANAGER

Organizational Affiliation:

* Telephone Number: 561-742-6349

Fax Number:

* Email: RAMIREZR@BBFL.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

CITY OR TOWNSHIP GOVERNMENT

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

14.218

*** Title:**

COMMUNITY DEVELOPMENT BLOCK GRANT

13. Competition Identification Number:

B-25-MC-12-0043

Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

COMMUNITY DEVELOPMENT BLOCK GRANT FY 2025

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 23 * b. Program/Project: CDBG

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	518,962.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	518,962.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	DANIEL
Middle Name:	
* Last Name:	DUGGER
Suffix:	
* Title:	CITY MANAGER
* Telephone Number:	561-742-6010
Fax Number:	
* Email:	DUGGERD@BBFL.US
* Signature of Authorized Representative:	

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

*Title: CITY MANAGER

*Applicant/Recipient Organization:

CITY OF BOYNTON BEACH

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

CITY MANAGER

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

Date

CITY MANAGER

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

N/A	N/A
Signature of Authorized Official	Date

N/A

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

N/A	N/A
Signature of Authorized Official	Date

N/A

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

N/A	N/A
Signature of Authorized Official	Date

N/A
Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A	N/A
Signature of Authorized Official	Date

N/A
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-231- Authorizing the City Commission to set rates, fees, and charges for Water, Wastewater, Stormwater, and Reuse Water, for the upcoming Fiscal Year 2025-26 and adopting preliminary rates through 2028-2029.

Requested Action: Staff recommends approval of Resolution No. R25-231.

Explanation of Request: Based on approved Ordinance 18-020, Utility rates and charges for water, wastewater, stormwater, and reclaimed (reuse) water, are implemented by resolution of the City Commission annually during the Budget adoption process. The Utility Management staff and rate consultant reviewed the rates, fees and charges, and proposed Capital Improvement Plan, as well as infrastructure needs and completed revenue sufficiency analysis. Utility staff presented the rate adjustments to City Commission during the FY 25/26 Budget Workshop.

The Utility is committed to the high level of service expected by Utility customers for providing safe and reliable drinking water, sewer collection, stormwater drainage and reuse water services. The Utility is mandated to meet regulatory requirements and recognizes the importance these services play in regards to our customer's quality of life and is committed to be fiscally responsible while reinvesting back into the community and utility infrastructure.

Staff recommends Commission approve the proposed rate increases.

The Utility is also proposing preliminary adoption of water, wastewater, stormwater, and reclaimed (reuse) water rates, fees, and charges for Fiscal Years 2026 through 2029 to help the Utility plan for the near future and complete proposed infrastructure CIP projects while preparing for financing for rebuilding and renovating the two water treatment plants to meet upcoming drinking water regulations. These rates will still be reviewed annually and set during the annual budget process in accordance with Section 26-9 of the City Code of Ordinances.

How will this affect city programs or services? This will allow the Utility to continue to provide safe and reliable high quality water, wastewater, stormwater, reuse water and chilled water service to all Utility customers. The rate increases are essential for the Utility to maintain and timely replace water treatment plants and underground infrastructure to meet upcoming regulatory requirements and reliable and consistent service.

Budgeted Item: Yes

Account Line Item and Description: Utility Operations - Multiple 401 Revenue Accounts based on the service and fees.

Fiscal Impact: These adjusted rates are in line with the budget projections and were discussed during the budgeting process and allows for balancing the Utility budget without depleting reserve funds while allowing completing of infrastructure CIP projects and planning for investing in water treatment infrastructure for the long term.

Attachments:
R25-231 Agenda_Item_3542-2025_Resolution_to_approve_water__wastewater__stormwater__and_reclaimed_water_rates_2029__2_.docx
Exh A to Resolution - Utility Rate Detail FY 2025-26.pdf
Ex. A Part 2 COBB Proposed Four Years Rate Sheet FY25-26 through FY28-29.pdf
FY 2025-26 Utilities Commission Presentation CIP.pptx
FY 2025-26 Utilities Commission Presentation-Operational Budget.pptx
FY26 Rate Presentation.pptx

RESOLUTION NO. R25-231

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, TO ADOPT WATER, WASTEWATER, STORMWATER, AND RECLAIMED OR REUSED WATER RATES, FEES, AND CHARGES FOR FISCAL YEAR 2025-2026, AND ADOPT PRELIMINARY RATES THROUGH FISCAL YEAR 2029; AND FOR ALL OTHER PURPOSES.

WHEREAS, based on Ordinance 18-020, and Section 26-9 of the City of Boynton Beach, Florida ("City") Code of Ordinances, utility rates and charges for water, wastewater, stormwater, and reclaimed or reused water are implemented by resolution of the City Commission annually during the City's Budget adoption process; and

WHEREAS, the City Utility is committed to the high level of service expected by Utility customers in providing safe and reliable drinking water, sewer collection, stormwater drainage, and reuse water services; and

WHEREAS, the City Utility is mandated to meet regulatory requirements and recognizes the importance its services play with respect to City residents' and customers' quality of life, and is committed to fiscal responsibility while reinvesting back into the community and utility infrastructure; and

WHEREAS, the City's Utility Management Staff and rate consultants have reviewed the rates, fees, and charges, proposed Capital Improvement Plan, and infrastructure needs during a revenue sufficiency analysis and concluded that rate adjustments are necessary for Fiscal Years 2025-2026 through 2029, which shall be formalized annually in accordance with Section 26-9 of the City Code of Ordinances; and

WHEREAS, the proposed rate adjustments are necessary for the City Utility to maintain and timely replace water treatment plants and underground infrastructure to meet upcoming regulatory requirements and to provide reliable and consistent service to customers and residents; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Utility rate adjustments for Fiscal Year 2025-2026 that are in line with budget projections and were discussed during the budgeting process, and to preliminarily approve the rates for Fiscal Years 2026-2027, 2027-2028, and 2028-2029 to facilitate long-term planning.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the rate adjustments set forth in **Exhibit A**.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-231

PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

NOTICE TO CUSTOMERS:

During the regular Commission meeting of the City of Boynton Beach Commission on September 2***, 2025*** the Commission will consider a Resolution to adjust charges for utility services provided by the City of Boynton Beach. The meeting will be held at Commission Chambers, 100 East Ocean Ave., Boynton Beach, Florida, at ***6:00 p.m*** ., or as soon thereafter as the agenda permits. Public comment will be heard. The schedule shown below represents the current charge schedule and proposed changes The City Commission has the authority to increase, decrease or eliminate the proposed changes. The purpose of the fee change is to provide sufficient revenue to cover expenses for services provided. The amendments will take affect October 1, 2025. The Commission will consider a resolution to adopt water, wastewater. stormwater and reclaimed water rates, fees, and charges for Fiscal Years 2026 through 2029.

(1) WATER RATE ADJUSTMENTS: INSIDE CITY

Utility	Location	Class	Charge	Current FY 2024-25	Proposed FY 2025-26
Water	Inside City	Commercial	Base Monthly Charge per unit	$28.40	$32.66
			Commodity Charge per 1,000 gallons		
Water	Inside City	Commercial	Tier 1 0-7,000	$1.90	$2.19
Water	Inside City	Commercial	Tier 2 7,001-14,000	$3.40	$3.91
Water	Inside City	Commercial	Tier 3 14,001-21,000	$4.55	$5.23
Water	Inside City	Commercial	Tier 4 21,001 Gallons and Up	$5.60	$6.44

Utility	Location	Class	Charge		
Water	Inside City	Residential	Base Monthly Charge per unit	$14.19	$16.32
			Commodity Charge per 1,000 gallons		
Water	Inside City	Residential	Tier 1 0-7,000	$1.90	$2.19
Water	Inside City	Residential	Tier 2 7,001-14,000	$3.40	$3.91
Water	Inside City	Residential	Tier 3 14,001-21,000	$4.55	$5.23
Water	Inside City	Residential	Tier 4 21,001 Gallons and Up	$5.60	$6.44

(2) WATER RATE ADJUSTMENTS: OUTSIDE CITY

Utility	Location	Class	Charge		
Water	Outside City	Commercial	Base Monthly Charge per unit	$35.50	$40.83
			Commodity Charge per 1,000 gallons		
Water	Outside City	Commercial	Tier 1 0-7,000	$2.38	$2.74
Water	Outside City	Commercial	Tier 2 7,001-14,000	$4.27	$4.91
Water	Outside City	Commercial	Tier 3 14,001-21,000	$5.68	$6.53
Water	Outside City	Commercial	Tier 4 21,001 Gallons and Up	$6.99	$8.04

Utility	Location	Class	Charge		
Water	Outside City	Residential	Base Monthly Charge per unit	$17.76	$20.42
			Commodity Charge per 1,000 gallons		
Water	Outside City	Residential	Tier 1 0-7,000	$2.38	$2.74
Water	Outside City	Residential	Tier 2 7,001-14,000	$4.27	$4.91
Water	Outside City	Residential	Tier 3 14,001-21,000	$5.68	$6.53
Water	Outside City	Residential	Tier 4 21,001 Gallons and Up	$6.99	$8.04

(2) WASTEWATER, STORMWATER, AND REUSE RATE ADJUSTMENTS: INSIDE AND OUTSIDE CITY

Utility	Location	Class	Charge		
Wastewater	Inside City	Both	Accounts w/ No Water Meter	$38.42	$44.18
Wastewater	Inside City	Both	Base Monthly Charge per unit	$21.27	$24.46
Wastewater	Inside City	Both	Commodity (Residential Up to 10,000 gallons)	$2.45	$2.82

Utility	Location	Class	Charge		
Wastewater	Outside City	Both	Accounts w/ No Water Meter	$48.04	$55.25
Wastewater	Outside City	Both	Base Monthly Charge per unit	$26.62	$30.61
Wastewater	Outside City	Both	Commodity (Residential Up to 10,000 gallons)	$3.06	$3.52

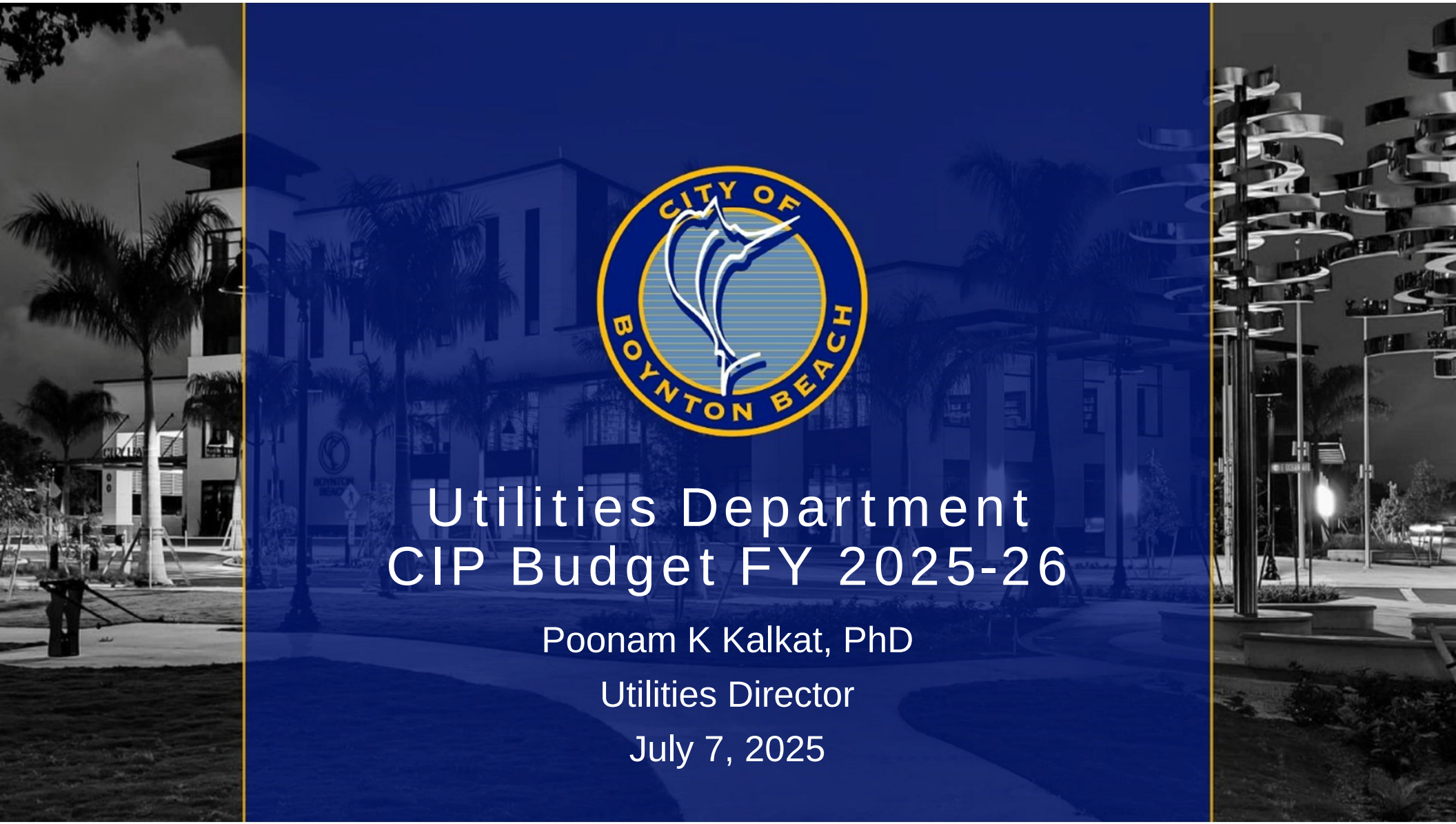
Utility	Location	Class	Charge		
Stormwater	Inside City	All	Base Monthly Charge per 1 ERU = 1,937 sq. ft	$8.25	$9.49
Reuse	All	All	Per 1,000 gallons	$0.40	$0.46
Reuse	All	Scheduled	Per 1,000 gallons	$0.28	$0.32
DES Chilled Water	All	All	Capacity Charge / Ton	$30.00	$34.50

City of Boynton Beach Utility Department
Summary of Proposed Utility Rates for Fiscal Years 25/26 through 28/29

Description	Current FY 24/25	Proposed FY 25/26	Proposed FY 26/27	Proposed FY 27/28	Proposed FY 28/29
Water Service					
Inside City Service					
Residential					
Base Monthly Charge per unit	$ 14.19	$ 16.32	$ 17.63	$ 19.05	$ 20.58
Commodity Charge (per 1,000 gallons)					
Tier 1 - 0-7,000 Gallons	$ 1.90	$ 2.19	$ 2.37	$ 2.56	$ 2.77
Tier 2 - 7,001 – 14,000 Gallons	3.40	3.91	4.23	4.57	4.94
Tier 3 - 14,001 – 21,000 Gallons	4.55	5.24	5.66	6.12	6.61
Tier 4 - 21,001 Gallons and above	5.60	6.44	6.96	7.52	8.13
Commercial					
Base Monthly Charge per unit	$ 28.40	$ 32.66	$ 35.28	$ 38.11	$ 41.16
Commodity Charge (per 1,000 gallons)					
Tier 1 - 0-7,000 Gallons	$ 1.90	$ 2.19	$ 2.37	$ 2.56	$ 2.77
Tier 2 - 7,001 – 14,000 Gallons	3.40	3.91	4.23	4.57	4.94
Tier 3 - 14,001 – 21,000 Gallons	4.55	5.24	5.66	6.12	6.61
Tier 4 - 21,001 Gallons and above	5.60	6.44	6.96	7.52	8.13
Outside City Service					
Residential					
Base Monthly Charge per unit	$ 17.76	$ 20.40	$ 22.03	$ 23.81	$ 25.72
Commodity Charge (per 1,000 gallons)					
Tier 1 - 0-7,000 Gallons	$ 2.38	$ 2.73	$ 2.96	$ 3.20	$ 3.46
Tier 2 - 7,001 – 14,000 Gallons	4.27	4.88	5.28	5.71	6.17
Tier 3 - 14,001 – 21,000 Gallons	5.68	6.55	7.07	7.65	8.26
Tier 4 - 21,001 Gallons and above	6.99	8.05	8.70	9.40	10.16
Commercial					
Base Monthly Charge per unit	$ 35.50	$ 40.82	$ 44.10	$ 47.63	$ 51.45
Commodity Charge (per 1,000 gallons)					
Tier 1 - 0-7,000 Gallons	$ 2.38	$ 2.73	$ 2.96	$ 3.20	$ 3.46
Tier 2 - 7,001 – 14,000 Gallons	4.27	4.88	5.28	5.71	6.17
Tier 3 - 14,001 – 21,000 Gallons	5.68	6.55	7.07	7.65	8.26
Tier 4 - 21,001 Gallons and above	6.99	8.05	8.70	9.40	10.16

City of Boynton Beach Utility Department
Summary of Proposed Utility Rates for Fiscal Years 25/26 through 28/29

Description	Current FY 24/25	Proposed FY 25/26	Proposed FY 26/27	Proposed FY 27/28	Proposed FY 28/29
Sewer Service					
Inside City Service					
Residential					
Accounts without Water Meter	$ 38.42	$ 44.19	$ 47.73	$ 51.55	$ 55.68
Base Monthly Charge per unit	21.27	24.47	26.43	28.55	30.84
Commodity Charge (per 1,000 gallons)					
Tier 1 - Up to 10,000 Gallons	$ 2.45	$ 2.82	$ 3.05	$ 3.30	$ 3.57
Commercial					
Accounts without Water Meter	$ 38.42	$ 44.19	$ 47.73	$ 51.55	$ 55.68
Base Monthly Charge per unit	21.27	24.47	26.43	28.55	30.84
Commodity Charge (per 1,000 gallons)					
Tier 1 - All Gallons	$ 2.45	$ 2.82	$ 3.05	$ 3.30	$ 3.57
Outside City Service					
Residential					
Accounts without Water Meter	$ 48.04	$ 55.23	$ 59.66	$ 64.43	$ 69.60
Base Monthly Charge per unit	26.62	30.58	33.03	35.68	38.55
Commodity Charge (per 1,000 gallons)					
Tier 1 - Up to 10,000 Gallons	$ 3.06	$ 3.52	$ 3.81	$ 4.12	$ 4.46
Commercial					
Accounts without Water Meter	$ 48.04	$ 55.23	$ 59.66	$ 64.43	$ 69.60
Base Monthly Charge per unit	26.62	30.58	33.03	35.68	38.55
Commodity Charge (per 1,000 gallons)					
Tier 1 - All Gallons	$ 3.06	$ 3.52	$ 3.81	$ 4.12	$ 4.46
Other Utility Services					
Stormwater					
Base Monthly Charge					
Per ERU (1,937 sq. ft.)	$ 8.25	$ 9.49	$ 10.25	$ 11.07	$ 11.96
Reuse Water					
Commodity Charge (per 1,000 gallons)					
On-Demand - All Gallons	$ 0.40	$ 0.46	$ 0.50	$ 0.54	$ 0.59
Scheduled - All Gallons	0.28	0.33	0.36	0.39	0.43
DES Chilled Water					
Capacity Charge Per Ton	$ 30.00	$ 34.50	$ 37.26	$ 40.25	$ 43.47



Utilities Department
CIP Budget FY 2025-26

Poonam K Kalkat, PhD

Utilities Director

July 7, 2025

FY 25-26 Capital Improvement Program

Total CIP (Including multi-year projects): $36.55 Million

Broad Category of Projects	Budget
Water Supply and Treatment Projects	$3,675,000
Neighborhood Synergistic Projects (Water, Wastewater and Stormwater)	$18,775,000
Wastewater Collection System Improvement Projects	$7,000,000
Stormwater and Drainage Improvement Projects	$300,000
Distribution system Improvements (Meter Replacement and R&R)	$3,200,000
System Expansion (Town of Gulfstream) & Reclaimed system Improvements	$2,050,000
Studies and Master Planning Efforts (Asset Management and Work Order System)	$1,550,000

Neighborhood Projects-Include Water, Wastewater & Stormwater Infrastructure

Ongoing CIP Projects	Total Planned Project Costs FY 25-30	Budget FY25-26	Proposed Funding Sources	Current Phase & Projected Completion	Commission District
Golfview Harbor Sewer and stormwater pipe lining	$2,500,000	$1,500,000	CIP Funds	Ongoing; Completion-2029	1
Sea Meadows (South) Utility Improvements Replacement of Water and Wastewater infrastructure (south of Gateway Blvd)	$8,000,000	$7,500,000	CIP Funds	In Design; Completion-2027	4
SE 1st-Central Seacrest Utility Improvement Installation of new Stormwater Infrastructure and rehabilitation/replacement of Wastewater Infrastructure along SE 1st Ave	$3,071,965	$3,071,965 (Encumbered 2025)	CIP Funds, FDOT LAP Funds	In Procurement; Completion 2026	3

Neighborhood Multiyear Projects-Include Water, Wastewater & Stormwater Infrastructure

Ongoing or Planned CIP Projects	Total Planned Project Costs FY 25-30	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion	Commission District
Coquina Cove Utilities Improvements Replacement of Water and Wastewater infrastructure, as well as the installation of new Stormwater Infrastructure	$6,000,000	($6,000,000 Encumbered 2025)	CIP Funds, Resilient FL Grant	Out to Bid; Completion-2026	2
Heart of Boynton Neighborhood Improvements Installation of new Stormwater Infrastructure as well water and wastewater infrastructure upgrades if needed	$14,425,000	$2,175,000	CIP Funds, FDEM Grant for design	In Planning; Completion-2029	2
San Castle Utilities Improvement Replacement of Water and Wastewater infrastructure, as well as the installation of new Stormwater Infrastructure, Roadway rehabilitation	$21,200,000	$2,100,000	CIP Funds, FL Commerce Grant	RFQ for Design; Completion-2029	2

Coquina Cove Drainage improvements



- Replacement of Sanitary Sewer
- Rehabilitation of 12 Gravity Manholes, Sanitary Laterals, Cleanouts
- Lift station Improvements
- Upgrading Water Main
- Installation of 24 Inch Drainage pipe and outfall
- Coordination with FPL for Undergrounding Electrical Utilities and with FPU for providing gas lines

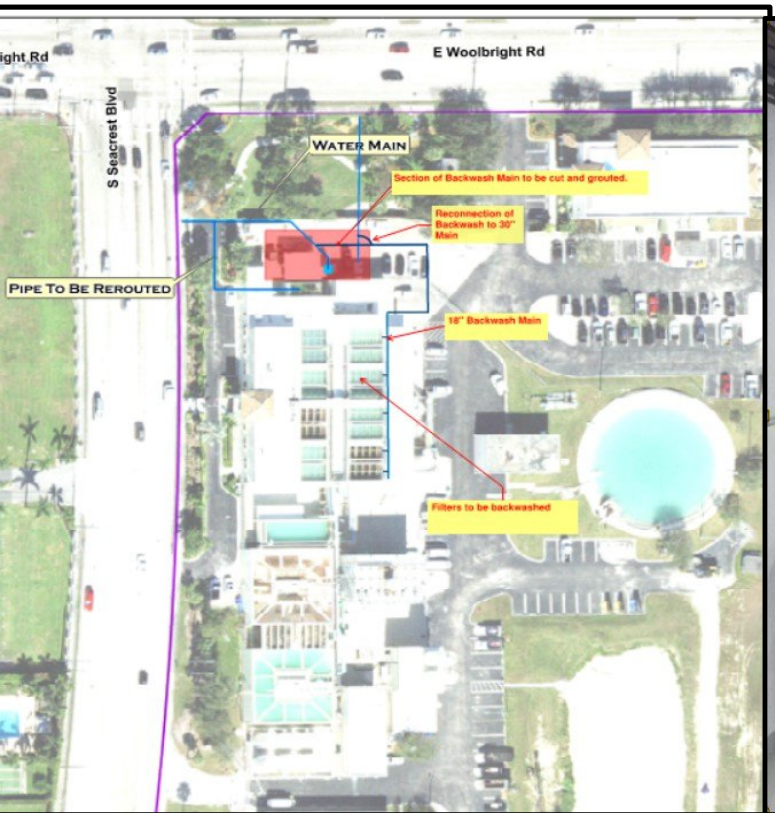
Water Supply and Treatment Projects

Ongoing or Planned CIP Projects	Total Planned Project Costs FY 25-30	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion	Commission District
Water Treatment Plant-Emerging Contaminant Treatment Options Evaluation & Design	$5,400,000	$5,400,000 (appropriated)	CIP Funds, SRF Loan	Ongoing; Completion-2026	All
East Water Treatment Plant Generator Replacement Implementation of redundant power system for continuity of operations at the EWTP, in addition to Structural Repairs in the High Service Pump room at the EWTP	$10,500,000	($7,488,350 encumbered 2025)	CIP Funds, FL Commerce Grant	In Construction; Completion-2025	All
Remodeling Water Quality Facility Renovation of existing laboratory facility at West Water Treatment Plant. The project will provide new laboratory facilities, and replace the failing AC system	$2,200,000	($2,200,000 encumbered 2025)	CIP Funds	In Construction; Completion-2025	All

Water Supply and Treatment Projects

Ongoing or Planned CIP Projects	Total Planned Project Costs FY 25-30	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion	Commission District
West Wellfield Electrical Upgrades Electrical upgrades to west wells (4W,5W,7W,8W) - installation of new stationary generator, and installation of new pad mounted FPL transformers for reliability	$1,800,000	($361,000 encumbered 2025)	CIP Funds	In Construction; Completion-2025	All
East Water Treatment Plant – High Service Pump 5 & 6 Improvements Build resiliency in plant operation by installing VFD's to control Pumps 5 & 6 and rerouting the Backwash supply.	$875,000	($800,000 encumbered 2025)	CIP Funds	In Construction; Completion-2025	All

East Water Treatment Plant – High Service Pump 5 & 6 Improvements





- Installation of 2 VFDs to control High Service Pump 5 and 6
- Will allow control of potable water flow rate from the plant to the Distribution system and help better maintain pressures in the system
- Adds redundancy and more efficient operations and controls.

Wastewater Collection System Improvement Projects

Ongoing or Planned CIP Projects	Total Planned Project Costs FY 25-30	Budget FY 25-26	Proposed Funding Source	Current Phase & Projected Completion	Commission District
CIPP Lining Annual replacement and lining of sanitary sewer system piping and infrastructure throughout The City	$5,000,000	$1,000,000	CIP Funds	Ongoing	All
Lift Station 801-Force Main Replacement	$4,200,000	$650,000	CIP Funds	In Planning; Completion-2027	1
Lift Station 410 and 414 Connection to Force Main Strategic project to improve efficiency of wastewater pumping in the eastern part of the City and connect to 24-inch force main to South Central Regional WWTP	$2,800,000	$2,500,000	CIP Funds	In Design; Completion-2026	3
Oceanfront Park WWTP (Beach Plant) Rehabilitation of existing RBC Wastewater treatment facility at Oceanfront Park	$1,200,000	($1,200,000 encumbered 2025)	CIP Funds, FDEP Grant	In Construction; Completion-2025	Outside City Limits
Master Lift Station 317 Major Rehab Upgrades Upgrade of Master Lift Station 317, including pumps, electrical, controls, and odor control	$10,000,000	($10,000,000 encumbered)	CIP Funds	In Design; Completion-2027	1

Lift Station 410 and 414 Force Main Extension

- Lift Station 410 (SE 27th Ave)-Force Main extension to alleviate manhole surcharge problems in the area.

- Lift Station 414 (SE 21st Ave)-Force Main extension to alleviate manhole surcharge problems in the area.





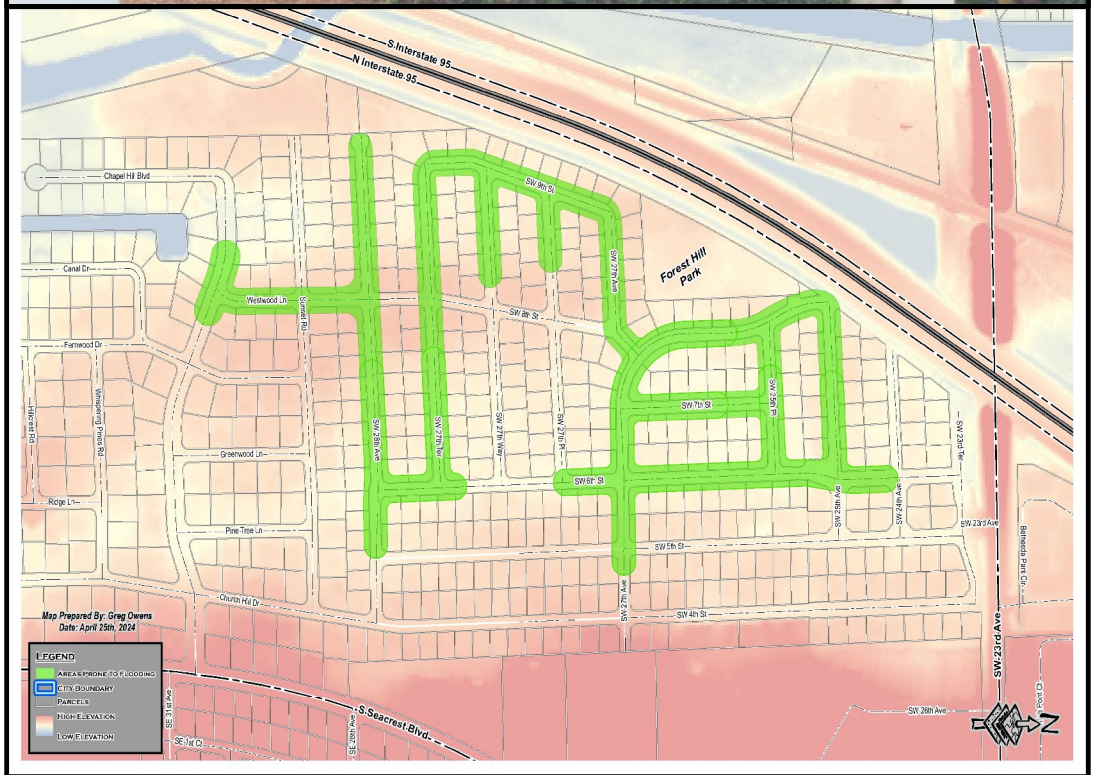
Stormwater and Drainage Improvement Projects

Ongoing or Planned CIP Projects	Total Planned Project Costs FY 25-30	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion	Commission District
Stormwater R&R Annual replacement of stormwater system piping and infrastructure throughout The City	$1,500,000	$300,000	CIP Funds	Ongoing	All
Chapel Hill Stormwater Improvements Installation of new Stormwater Infrastructure	$11,000,000	($1,500,000 encumbered 2025)	CIP Funds	In Planning; Completion-2026	3

Chapel Hill Neighborhood Drainage Project

- Design money based on the conceptual plans is budgeted
- Total project budget (currently estimated at $11 Million).
- Construction is proposed to be funded through potential grant funding





Studies and Master Planning

Ongoing or Planned CIP Projects	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion
Asset Management and CMMS System upgrade Implementation	$1,000,000	CIP Funds	Contract Negotiations; Completion-2028
Grant Strategy and Development	$100,000	CIP Funds	Ongoing
Infrastructure Risk Assessment	$232,000 encumbered	CIP	Ongoing; Completion-2025
Capacity, Management, Operations and Maintenance (CMOM Study)	$500,000 encumbered	CIP Funds	Ongoing; Completion-2025
Hydraulic Modeling-Water and Sewer	$500,000 ($400,000 encumbered)	CIP Funds	Ongoing: Completion 2026

Studies and Master Planning

Ongoing or Planned CIP Projects	Budget FY 25-26	Proposed Funding Sources	Current Phase & Projected Completion
Climate Adaptation Plan	$300,000	Resilient FL Grant	Planning; Completion-2026
Vulnerability Assessment	$150,000	Resilient FL Grant	Planning; Completion-2026
Sustainability and Resiliency: Green Infrastructure, Energy Efficiency, Heat Resilience Studies	$225,000	Green Building (131) Fund	Task orders for GES Contract; Completion-2027/2028

Questions





Utilities Operational Budget

Poonam Kalkat
Utilities Director

FY 25-26

July 7, 2025

Utilities Proposed Budget

- **Utilities proposed budget $74,242,105**

  ($11.5M or 18.41% Increase)

  - Increases due to transfer to R&R to meet CIP needs for aging infrastructure.
  - Increases due to higher personnel cost, higher cost of services, supplies and materials.
  - Standard General Fund transfer of 8% of Utilities Operational Revenues and direct overhead expenses related to internal City departments.



Utilities Proposed Budget
Primary Increase Drivers

- Transfer to R&R $6 Million increase– Due to aging infrastructure, the annual investment for CIP projects has increased substantially
- Personnel COLA based on CBA, Additional Personnel, Insurance, Retirement Contributions
- Operations $2.0 Million increase– Inflation (12 Months=6%), Contractual Services, Chemicals, FPL Power, Services, Materials and Equipment
- Capital Outlay $1.9 Million increase– vehicle purchases



Proposed Budget

Division	Amended 24/25 Budget	Proposed 25/26 Budget	Percent (%) Increase/ Decrease
Water Distribution 2810	$2,202,707	$2,042,256	(7.3% or $160K) Decrease
Water Plants 2811	$9,795,467	$10,668,162	8.9% or $872K Increase
Meter Services 2814	$1,778,281	$1,852,227	4.16% or $73K Increase
Laboratory 2819	$673,500	$842,937	25.0% or $169K Increase
Customer Relations 2825	$1,094,429	$1,076,822	(1.6% or $17K) Decrease

Proposed Budget

Division	Amended 24/25 Budget	Proposed 25/26 Budget	Percent (%) Increase/ Decrease
Wastewater Collections 2815	$2,157,059	$2,951,385	36.82% or $794K Increase
Wastewater Pumping Stations 2816	$2,957,521	$4,143,164	40.09% or $1.1M Increase
Regional Sewage Plant 2817	$6,136,973	$6,166,130	0.5% or $29K Increase
District Energy System 2805	$584,856	$656,731	12.29% or $71K Increase

Proposed Budget

Division	Amended 24/25 Budget	Proposed 25/26 Budget	Percent (%) Increase/ Decrease
Administration 2821	$23,454,588	$31,021,010	32.2% or $7.5M Increase
Engineering 2823	$2,433,721	$2,416,336	0.7% or $17K Decrease
Stormwater 2824	$1,789,373	$2,779,291	55.3% or $989K Increase
Debt Services 3011	$7,643,149	$7,625,654	(0.23% or 17K) Decrease

Successes-Operational

- Continuing reorganization and implementation of career paths throughout the Utility for effective and efficient operations.
- Continuous improvement of asset information in GIS to help build risk model for assets as well as improve field response time in emergencies.
- Continuous improvement of asset inventory to prepare for a more robust Work Order and Asset Management System implementation.
- Completed Watershed Master Plan and Floodplain Species Assessment Plan in preparation for Class 4 rating under the National Flood Insurance Program (NFIP) Community Rating System (CRS).
- Dashboards for budgeting, finance and procurement tasks, safety and staff training, bringing efficiencies, process flow standardization and optimization.



Successes-Operational

- Continuing a robust source water well maintenance program for tracking raw water withdrawals, meeting permitted withdrawals and better water quality.



- Continuing water meter replacements for accurate water usage data and account billing ensuring revenue for the Utility enterprise fund.

Successes-Operational

- Completed rehabilitation of 16 Lift Stations throughout the Utility service area.
- Installed exfiltration systems on NW 4th St./NW 6th Ave., NE 27th Ct., NE 7th St./NE 7th Ave., Arthur Ct. and Boynton Estate areas to improve drainage and reduce flooding.
- Completed CIPP Pipelining projects in Quantum Park & Castilla Lane neighborhoods improving the collection system performance.
- Completed rehabilitation of 28 Manholes throughout the City to improve efficiency of Collection System
- Replaced two communication repeaters to assist in efficient remote monitoring of Lift Stations.



Initiatives-Operational

- Evaluate and optimize water treatment processes at both plants to meet current and future regulatory needs.
- Continue improving accuracy of base maps for underground utilities.
- Implement processes for enhanced utility customer service culture, efficiency and effectiveness.
- Enhancing Manhole inspection and rehabilitation program to improve Collection System efficiency.
- Planning collaborative programs with other (LWDD & SWMP) agencies that impact City's stormwater management based on Watershed Master Plan.

Initiatives-Sustainability and Resilience

- Support the City's greenhouse gas inventory, climate action planning, and implementation of green initiatives.
- Awarded $300,000 planning grant from the Resilient Florida Program to develop a Comprehensive Adaptation Plan for future climate resiliency master planning.
- Awarded $150,000 planning grant from the Resilient Florida Program to conduct required updates to the existing Vulnerability Assessment.
- Support public outreach and education about water conservation, environmental resiliency, and community-wide sustainability especially related to climate-related hazards.
- Conducting sustainability and resilience studies for energy efficiency, renewable energy and green infrastructure.

Challenges-Operational

- Continued shortage of skilled and experienced workers.
- Supply chain delays in procuring materials for operations, maintenance and construction.
- Rising costs of material, supplies, labor, fuel and electricity.
- Competing priorities for equipment and infrastructure repair and replacement.
- Regulations requiring additional financial resources for water (Lead and Copper pipe inventory and PFAS/PFOS treatment requirements).

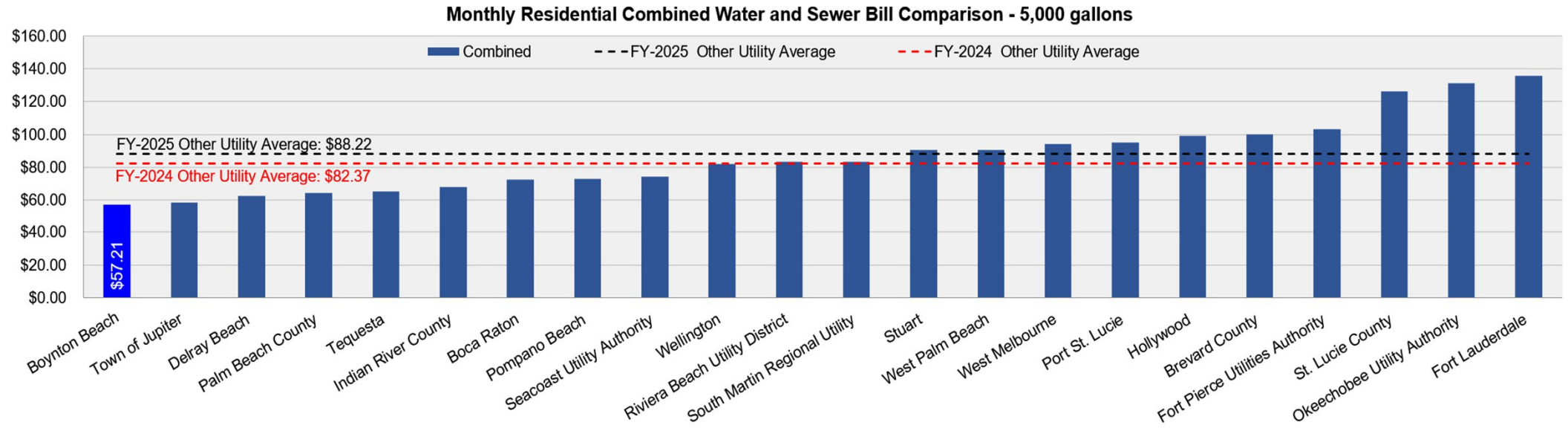
Questions



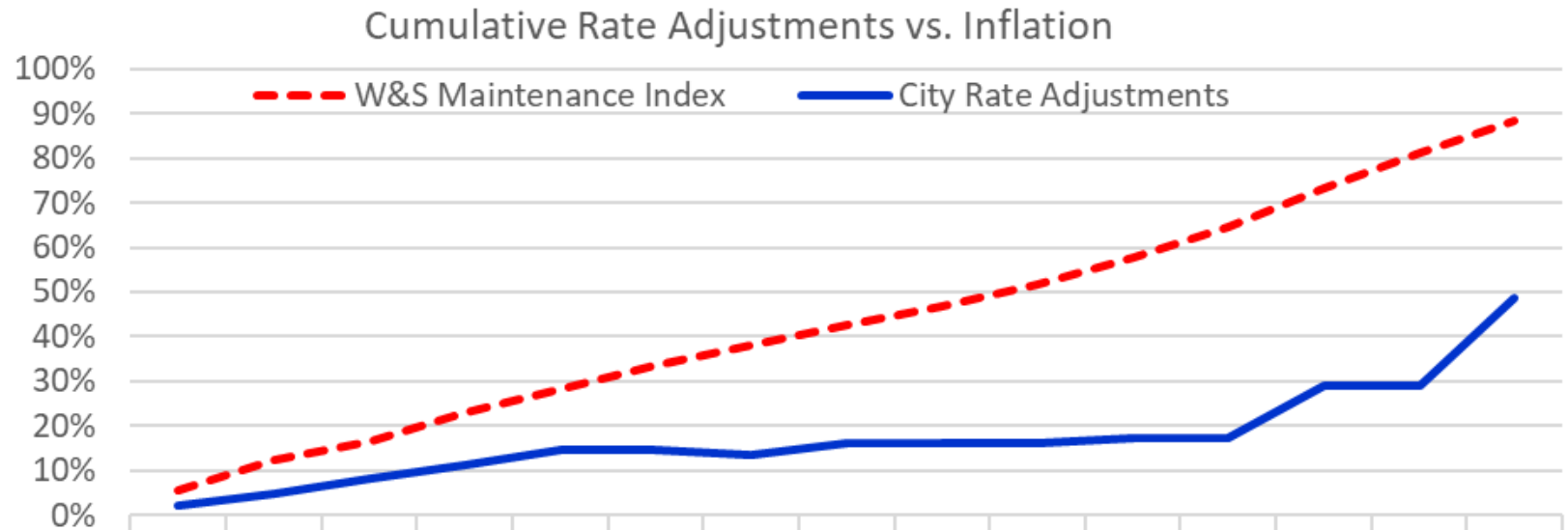


Fiscal Year 25/26
Utilities Department
Financial Forecast and
Rate Recommendations

Even with recent adjustments, our rates remain among the lowest in the region.



Historically, our rate adjustments have not kept pace with inflation.



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
W&S Maintenance Index	5%	12%	17%	23%	28%	34%	38%	42%	47%	52%	58%	64%	73%	81%	88%
City Rate Adjustments	2%	5%	8%	11%	15%	15%	13%	16%	16%	16%	17%	17%	29%	29%	49%

Inflation = Annual Change in Water and Sewerage Maintenance Index (CUSR0000SEHG01) as published by the Bureau of Labor Statistics

Knowing where we stand financially today helps us plan smart for tomorrow.

Metric	Median (AA Credits)	Calculated	Result	Indicator
Days of Cash on Hand	555 Days	629 Days		Indicator of Reserves (Cash) Health
Operating Margin	44%	38%		Indicator of Revenues Generated For Other System Purposes (Capital)
Age of Plants (All Assets)	15 Years	24 Years		How Long Has Each “Dollar” Been in the Ground
Free Cash Flow as % of Depreciation	143%	76%		Are Cash Flows Sufficient To Maintain System
Total Debt Outstanding / Net Plant Investment	41%	26%		How Much of Authority’s House is Mortgaged

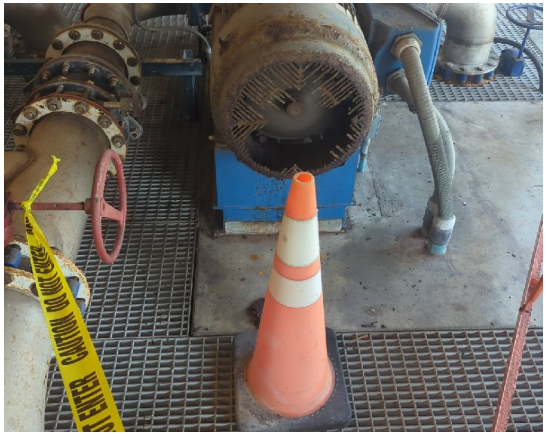
Capital costs have risen significantly due to inflation, supply chain disruptions, labor shortages, and higher material prices.

- Materials and Services – Costs have increases over the last 5 years, resulting in higher construction costs
  - Construction Cost Index, Florida Legislature = 33% (Feb. 2020 to Jan. 2024)
- Age of Infrastructure – The City's utility system is mature; some assets are older than 50 years. Replacement of these assets is contributing to the overall capital replacement plan.
- Condition and Risk Assessments – These studies are continuing to identify areas of need.

Examples of Areas We are Focusing on in Our Capital Improvement Plan. . .

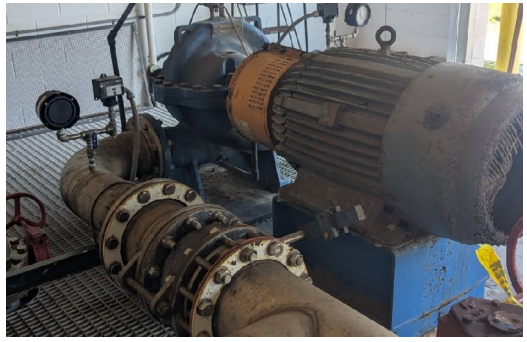


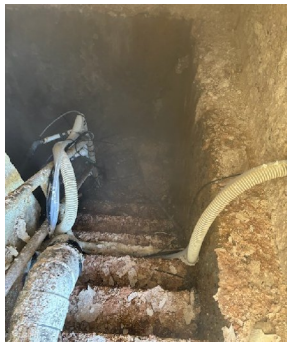












We are working on replacing our West Water Treatment Plants Membranes (Filters). . .

EXISTING



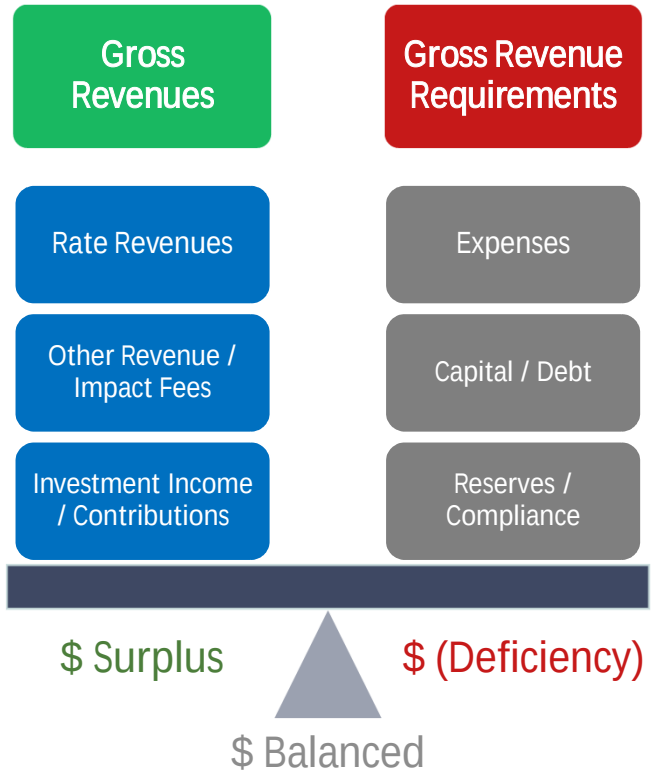
REPLACEMENT



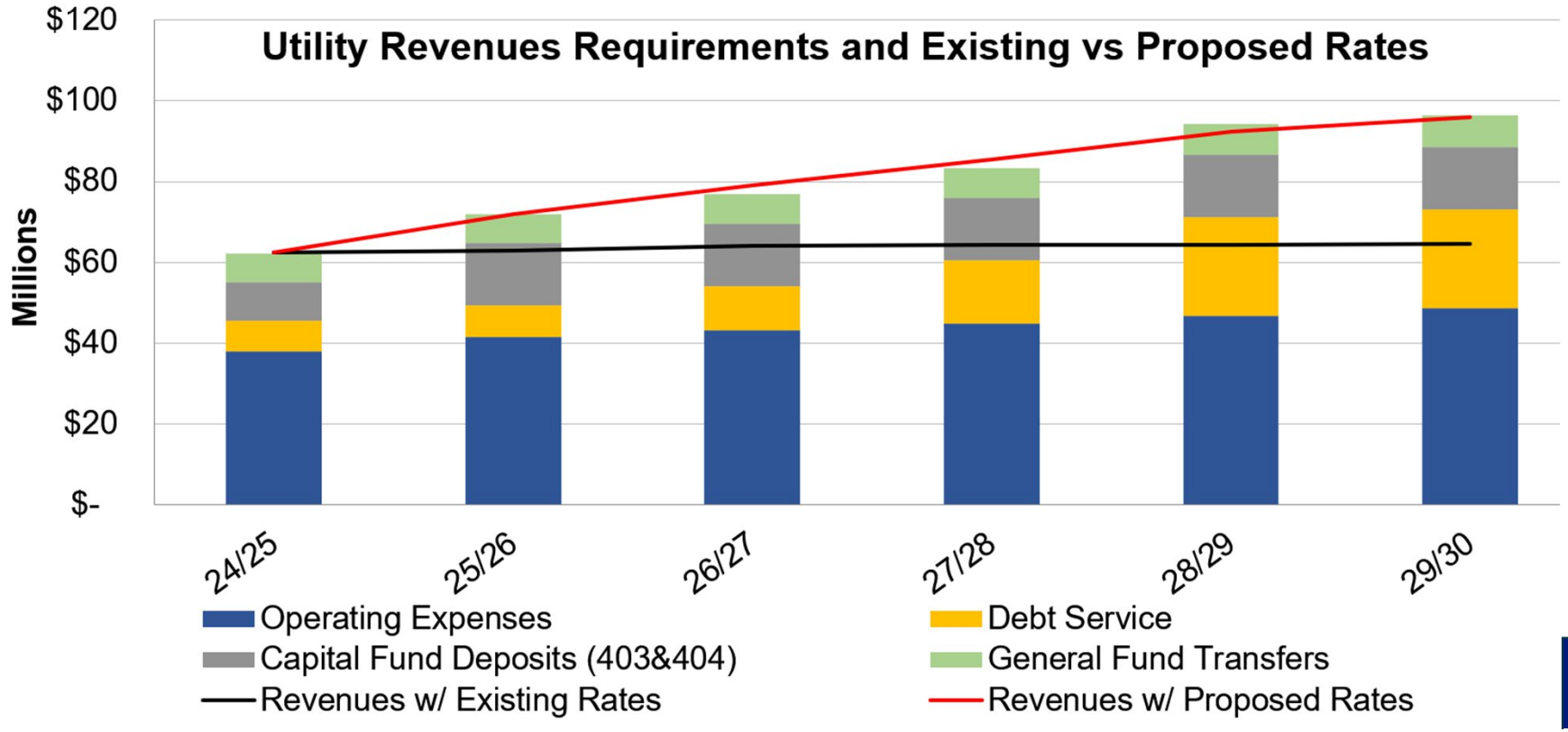
Developing a sustainable financial plan requires balancing of revenues and expenses over the forecast period.

Develop Financial Forecast, Including

- Monitor System Trends
- Support Budget Process
- Promote Full Cost Recovery
- Rate Covenant Compliance
- Financial Position Consideration
- Identify Potential Rate Adjustments



To meet its challenges, the City should strive to achieve its financial goals.

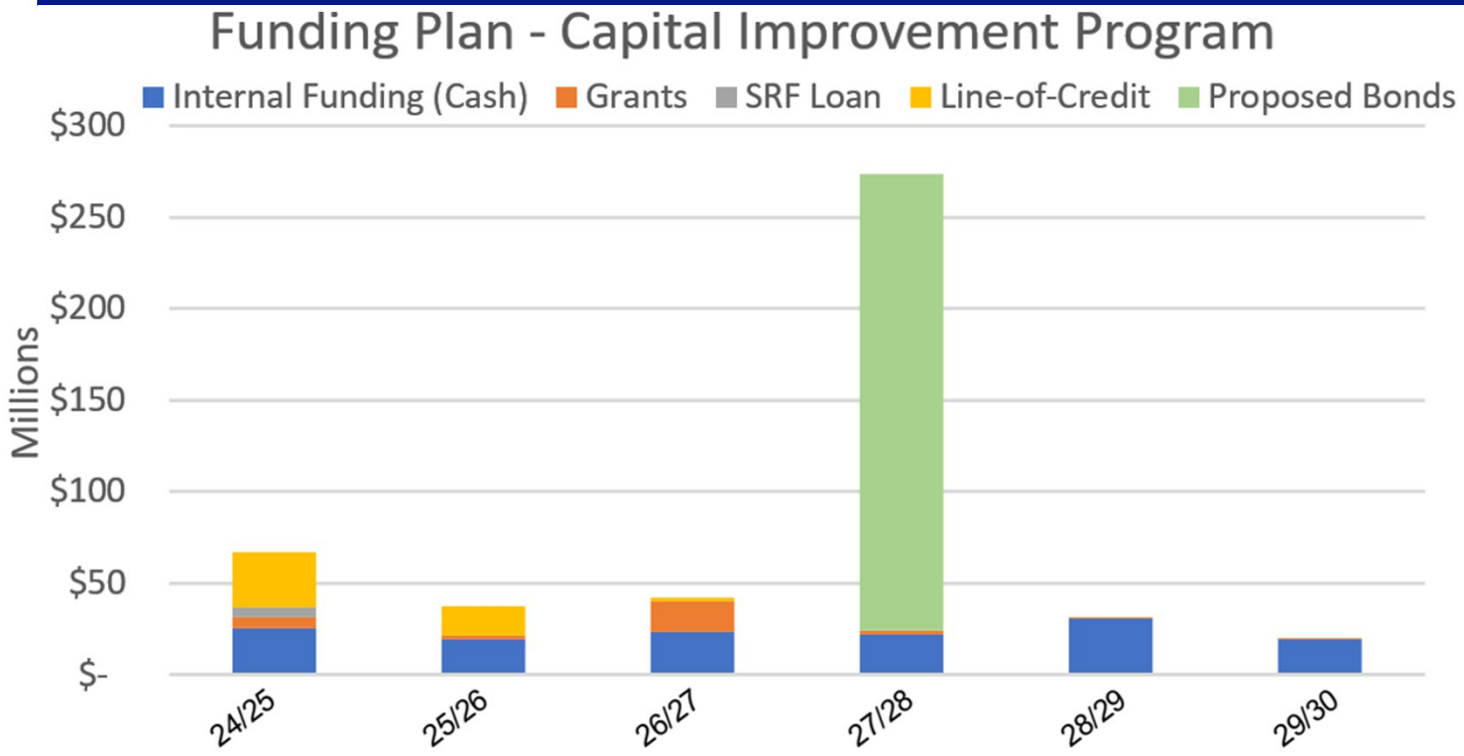


Capital Improvement Program – Appropriations Basis

Description	25/26	26/27	27/28	28/29	29/30	Total
Neighborhoods	$18.8	$19.7	$13.8	$14.0	$7.5	$73.7
Water Distribution	3.2	3.0	3.0	1.0	1.0	11.2
Water Supply and Treatment	3.7	1.0	1.0	1.0	1.0	7.7
Wastewater Collection	7.0	6.1	2.6	2.6	2.6	20.9
Stormwater	0.3	10.3	1.3	5.3	0.3	17.5
Reuse Water	2.1	0.1	0.1	0.1	0.1	2.3
Studies / Miscellaneous	1.6	0.2	0.2	0.2	0.2	2.4
Proposed Capital Improvement Plan	**$36.6**	**$40.4**	**$21.9**	**$24.2**	**$12.7**	**$135.6**
Water Plant Expansions and Related	$0.0	$0.0	$250.0	$5.0	$5.0	$260.0
Potential Capital Improvement Plan	**$36.6**	**$40.4**	**$271.9**	**$29.2**	**$17.7**	**$395.6**

* Amounts shown in millions. Numbers may not add due to Rounding

Funding Plan - Capital Improvement Program



* Appropriations Basis

With a challenging road ahead, we're proactively planning to fund critical infrastructure, manage short-term obligations, without compromising our level-of-service.

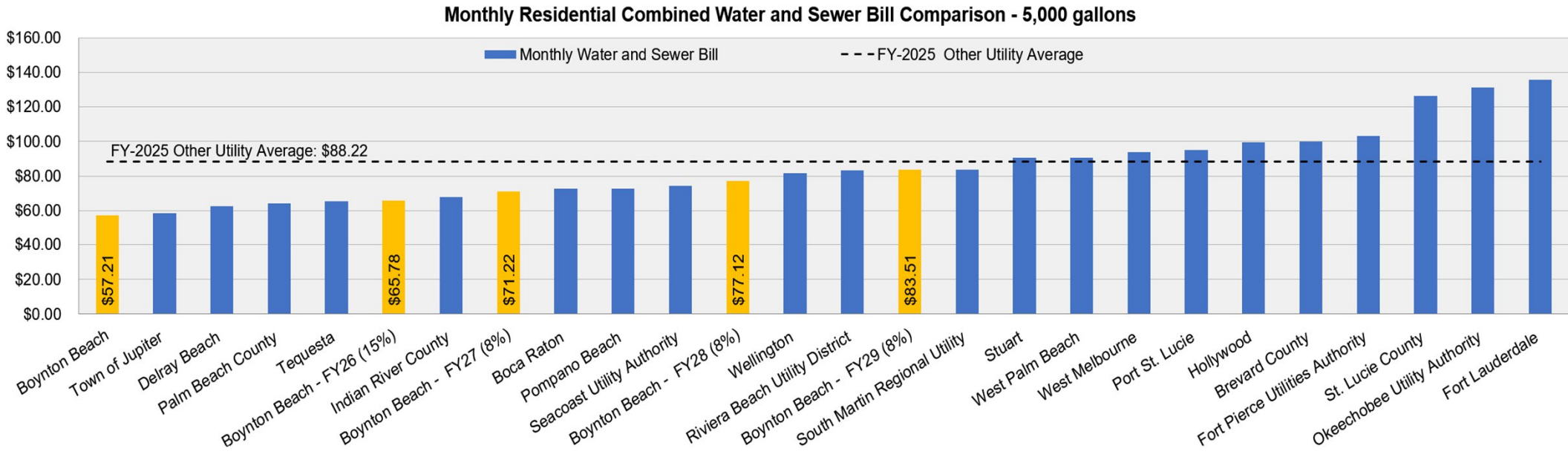
Long-Term (3-5 Year) Goals and Objectives

- R&R Fund Deposit = +$15 million per year
- Maintain Strong Cash Position >= 550 Days
- Secure Interim Financing (Line-of-Credit) for next 2-3 years
- Secure Bonds in 3-5 years for Treatment and Infrastructure Improvements
  - Estimated Cost = $200 - $250 million
  - Potential Line-of-Credit Funding = $50 million
  - Total Bond Funding = $250 - $300 million

We're asking for the Commission's support to responsibly raise rates and secure financing to ensure reliable utility services.

1. Increase R&R Fund Annual Deposit = $15 million in FY26
2. Maintain Strong Cash Position
3. Improve Critical Financial Metrics
4. Secure Line-of-Credit for $50 million
5. Support Long-Term Funding Plan and Future Bond Issuance
6. Recommend 4-Year Rate Adjustment Plan
   - See Next Slide

Even with rate adjustments, our rates can remain competitive for years to come.





Thank you!

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-232- Approve and authorize the Mayor to accept a Letter of Intent (LOI) from Affiliated Development, authorize the Mayor to execute the LOI, the purchase and sale agreement, a deed, and any other documents necessary to convey a 5' x 45' sliver of property owned by the City, situated at the southeast corner of NE 1st Avenue and NE 4th Street.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-232.

Explanation of Request:

During the plat approval process for the Pierce Project, a small parcel of City-owned land was identified as necessary for the completion of the project's plat. This parcel, measuring 5' x 45', is located at the southeast corner of NE 1st Avenue and NE 4th Street. It was discovered that while the rest of the land was dedicated to the CRA, this specific sliver was dedicated to the City of Boynton Beach.

LEGAL DESCRIPTION:
THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6 (ORIGINAL, TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23.

On August 7, 2025, the City received a Letter of Intent (LOI) from Affiliated Development, on behalf of BB QOZ, LLC expressing interest in purchasing this land. The sale of this property is crucial for BB QOZ, LLC to complete the plat for the Pierce Project.

According to **Chapter 2, Article IV, Section 2-56** of the City of Boynton Beach Code of Ordinances, the City Commission has the authority to sell City-owned property when it is determined to be in the best interest of the City.

Approval of this resolution approves the land sale, as outlined in the LOI, and authorizes the Mayor to execute the necessary conveyance documents.

How will this affect city programs or services?

There will be no impact to City programs or services.

Account Line Item and Description:

001-0000-369.30-00, OTHER MISC. REVENUE / REAL ESTATE SALES

Fiscal Impact: City will receive $100.00.

Attachments:
R25-232 Agenda_Item_3541-2025_Resolution_for_surplus_-_conveyance.docx
BB QOZ LOI for conveyance of 5' Slivers.pdf
11303 SURV-Page 2.pdf
11303 PLAT VERSION 2-Page 2.pdf
11303 SUR_DS(21600791.1).pdf
11303 PLAT VERSION 2 less fdot rw(21601641.1).pdf

RESOLUTION NO. R25-232

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONVEYANCE OF A CITY-OWNED PARCEL, MEASURING 5' X 45', LOCATED AT THE SOUTHEAST CORNER OF NE 1ST AVENUE AND NE 4TH STREET FROM THE CITY TO BB QOZ, LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, during the plat approval process for the Pierce Project, a small parcel of city-owned land was identified as necessary for the completion of the project's plat. This parcel, measuring 5' x 45', is located at the southeast corner of NE 1st Avenue and NE 4th Street. It was discovered that while the rest of the land was dedicated to the CRA, this specific sliver was dedicated to the City of Boynton Beach; and

WHEREAS, on August 7, 2025, the City received a Letter of Intent (LOI) from Affiliated Development, on behalf of BB QOZ, LLC, expressing interest in purchasing this land. The sale of this property is crucial for BB QOZ, LLC to complete the plat for the Pierce Project; and

WHEREAS, according to Chapter 2, Article IV, Section 2-56(c) of the City of Boynton Beach Code of Ordinances, the City Commission has the authority to sell city-owned property when it is determined to be in the best interest of the City; and

WHEREAS, the property is not needed for City purposes and the City declares such property to be a surplus and available for disposition; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the conveyance of a City-owned parcel, measuring 5' x 45', located at the southeast corner of NE 1st Avenue and NE 4th Street from the City to BB QOZ, LLC.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby find and determine that the City-owned parcel, measuring 5' x 45', located at the southeast corner

of NE 1st Avenue and NE 4th Street, is not needed for City purposes and hereby declares such property to be a surplus and available for disposition.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the conveyance of a City-owned parcel, measuring 5' x 45', located at the southeast corner of NE 1st Avenue and NE 4th Street from the City to BB QOZ LLC.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the LOI, Purchase and Sale Agreement, deed, and any ancillary documents necessary to effectuate the conveyance of property, subject to approval by the City Attorney's Office.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-232

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AFFILIATED DEVELOPMENT

August 7, 2025

Mrs. Gail Mootz
c/o City of Boynton Beach
124 E Woolbright Road
Boynton Beach FL 33435

RE: Letter Of Intent to purchase the Property (hereinafter defined)

Mrs. Mootz:

We are pleased to present the following non-binding Letter of Intent ("LOI") regarding the proposed conveyance of the fee simple interest in the Property by the City of Boynton Beach ("City") to BB QOZ, LLC or its assignee, subject to approval by the City Commission and upon the following terms and conditions.

The Terms and Conditions are as follows:

1. PROPERTY: As legally described in *Exhibit "A"* attached hereto.
2. GRANTOR/SELLER: City of Boynton Beach, a Florida municipal corporation (the "City").
3. BUYER: BB QOZ, LLC, a Florida limited liability company, or its permitted assignee.
4. PURCHASE PRICE: $100.00, together with any other consideration or commitments agreed to by the Parties and/or required by the City Commission.
5. FINANCING CONTINGENCY: None (All Cash).
6. PURCHASE AGREEMENT: Buyer shall prepare a Purchase and Sale Agreement (the "Agreement") incorporating the terms of this LOI and such additional terms as may be mutually agreed upon by the Parties. This LOI shall automatically terminate upon execution of the Agreement by both Parties.
7. TITLE INSURANCE: Buyer shall obtain, at its sole cost and expense, a title commitment ("Title Report") for the Property from a title company of Buyer's choosing.
8. ESCROW DEPOSIT: Not applicable.
9. CLOSING: Closing shall occur within thirty (30) days following the later of final approval by the City Commission authorizing conveyance of the Property.
10. EXCLUSIVITY: Upon execution of this LOI by both Parties, and for a period of thirty (30) days thereafter, the City shall not offer, solicit, or negotiate with any other party regarding transfer of the Property, nor take any action inconsistent with proceeding in good faith toward closing with Buyer.
11. COSTS: Buyer and City shall each bear their own customary closing costs for transactions of this type in Palm Beach County; provided, however, that all title and survey costs (including

Buyer_____
Seller_____

title insurance premiums) shall be paid by Buyer. No broker or commission fees shall be owed by either Party in connection with this conveyance.

Non-Binding Nature of LOI: This LOI is intended solely as a preliminary outline of certain key terms and does not constitute a binding contract or final agreement. No legal rights or obligations shall arise unless and until the Agreement is executed by both Parties and, in the case of the City, approved by the City Commission. The only binding obligation created by this LOI is as set forth in Section 11 ("Exclusivity").

The Effective Date of this LOI shall be the later of the dates executed by both Parties below.

BUYER: BB QOZ LLC,
or its assignee

DATE: 8/7/2025

BY: _____

NAME: Jeffrey Burns

TITLE: Authorized Signatory

SELLER: City of Boynton Beach

DATE: _____

BY: _____

NAME: _____

TITLE: _____

AFFILIATED DEVELOPMENT
613 NW 3RD Ave., Suite 104, Fort Lauderdale, Florida 33311
Phone: 954-953-6733
Email: JBurns@AffiliatedDevelopment.com or NRojo@AffiliatedDevelopment.com

Exhibit "A"

`

LEGAL DESCRIPTION:

THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6, (ORIGINAL TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23.

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
CUE – CITY OF BOYNTON BEACH UTILITY EASEMENT
FPL – FLORIDA POWER & LIGHT CO.
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
L – ARC LENGTH
LB – LICENSED BUSINESS
(P). – PLAT BOOK 1 PAGE 23
R – RADIUS
R/W – RIGHT–OF–WAY
SF – SQUARE FEET
● PRM – INDICATES PERMANENT REFERENCE MONUMENT NAIL AND DISK STAMPED "PRM LB#3591" UNLESS OTHERWISE NOTED.
▲PRM– DENOTES SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD/CAP STAMPED LB3591

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
☼ – LIGHT POLE
✹ – FIRE HYDRANT
▦ – CATCH BASIN
⋈ – WATER VALVE
○ – SET 5/8" IR/CAP LB 3591
Ⓢ – SANITARY MANHOLE
Ⓓ – DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
℄ – CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE
– FIRE DEPARTMENT CONNECTION
– TELEPHONE MANHOLE
– UNKNOWN MANHOLE

NORTH R/W LINE OF
E. BOYNTON BEACH BOULEVARD

EAST BOYNTON BEACH BOULEVARD
PUBLIC 80' RIGHT OF WAY
FDOT R/W MAP SECTION 93640–2601

P.O.B.
N.W. CORNER OF
LOT 7, BLOCK 1
SET PRM

N89°46'40"E
100.00'

N.W. CORNER OF
LOT 5, BLOCK 1
SET PRM

SOUTH R/W LINE OF
E. BOYNTON BEACH BOULEVARD

N. LINE BLOCK 1

BLOCK 1
PLAT BOOK 1, PAGE 23

LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

S01°23'00"E
136.25'
WEST LINE LOT 5

EAST LINE BLOCK 1

BASELINE OF FDOT R/W MAP
SECTION 93010–MAINT. (2)
(BEARING BASIS)

N01°23'00"W
272.50'

20' PUBLIC ALLEY
P.B. 1, PAGE 23

SET PRM

N89°46'40"E
125.00'

℄ OF 20' ALLEY(P)

SET PRM
NORTHERLY PROLONGATION
OF E. LINE OF W. 25.00'
LOT 12, BLOCK 1

FND
I.R./CAP
ILLEGIBLE

FND
MAGNAIL & DISK
LB 3300

SOUTHERLY PROLONGATION
LOT 5, BLOCK 1

FND
MAGNAIL & DISK
LB 3300

N.E. 4TH STREET(SIGN)

PALMETTO STREET(PLAT)
PUBLIC RIGHT OF WAY WIDTH VARIES
P.B. 1, PAGE 23

BLOCK 1
PLAT BOOK 1, PAGE 23

LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14

S01°23'00"E
176.25'
EAST LINE WEST 25' LOT 12

WEST R/W LINE
NORTH FEDERAL HIGHWAY

10' RW
(O.R.B. 562, PAGE 600)

EAST LINE BLOCK 1

NORTH FEDERAL HIGHWAY(SIGN)
LAKE STREET(PLAT)
PUBLIC 100' R/W
FDOT R/W MAP SECTION 9310–MAINT.(2)

CENTERLINE

EAST R/W LINE OF
NORTH FEDERAL HIGHWAY

FUNK BROS. ADDITION
P.B. 1, PG. 13

WEST R/W LINE
NE 4TH STREET
(PALM BEACH COUNTY GIS LOCATION, NO DEED FOUND)

EAST R/W LINE
NE 4TH STREET

S. LINE OF BLOCK 1
S.W. CORNER OF BLOCK 1
SET PRM

FND
MAGNAIL & DISK
LB 3300

SET MAGNAIL & DISK
LB 3591

S89°46'40"W
5.00'

N. 5.00' OF LOT 7

N. 5.00' OF LOT 5

N.E. 1ST AVENUE(SIGN)
POINCIANA STREET(PLAT)
PUBLIC 40' RIGHT OF WAY
P.B. 1, PAGE 23

N89°46'40"E
74.99'

S01°23'00"E
5.00'
5' FDOT RW
(O.R.B. 583, PAGE 220)

FND
MAGNAIL & DISK
REC 129

N. LINE OF BLOCK 6

28.25'
N89°46'40"E
LOT 1
R=12.00'
Δ=88°50'20"
L=18.61'

PARCEL 4

LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2

BLOCK 6 PLAT BOOK 1, PAGE 23

WOOD POST FENCE
(0.5' EAST OF PROPERTY LINE)

5' FDOT RW
(O.R.B. ____, PAGE ____)

MATCHLINE SHEET 3

		DATE	BY
REVISIONS			
FILE NAME 11303 SUR			

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

THE PIERCE
BOUNDARY SURVEY

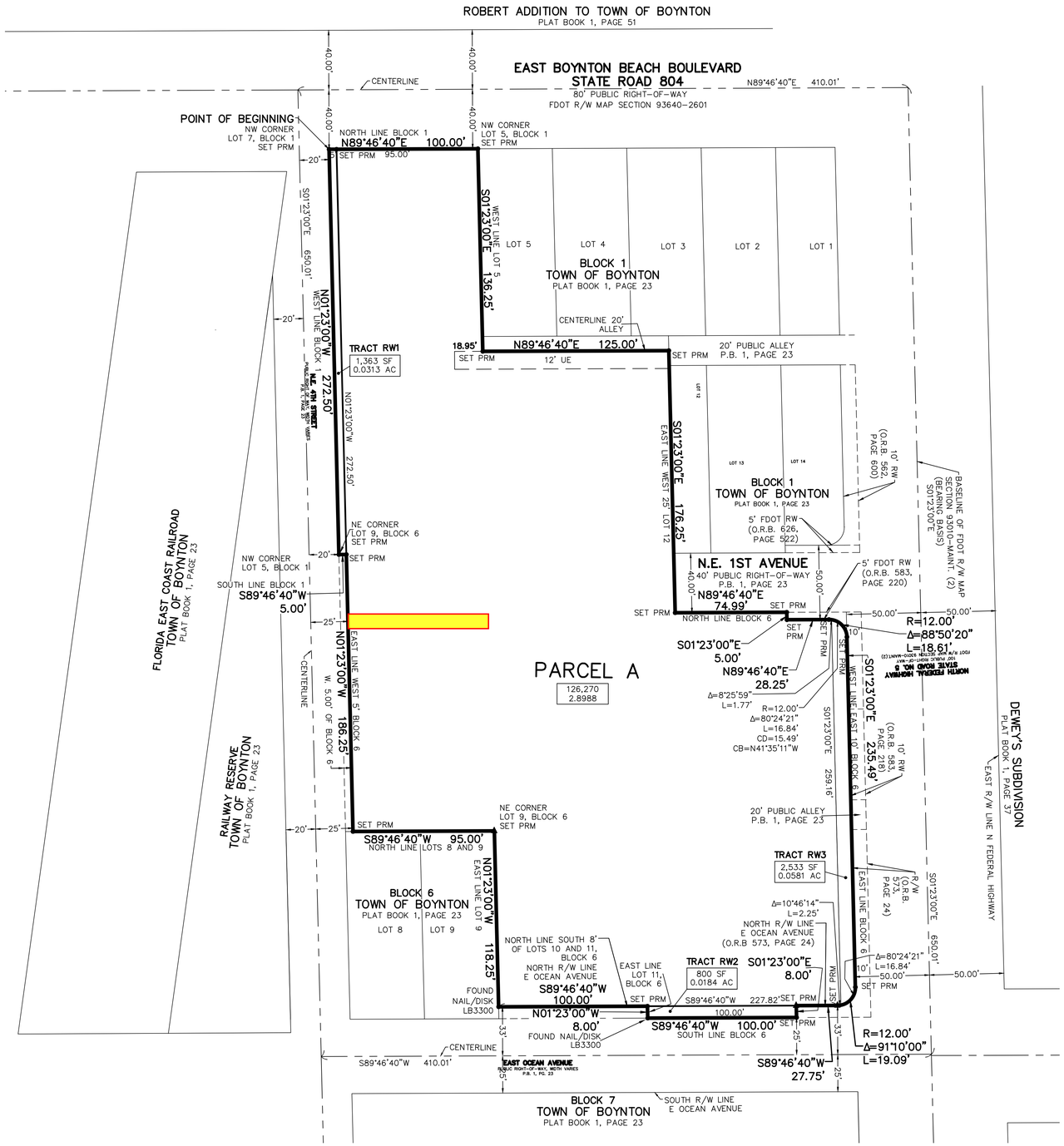
DATE	2/5/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	SHOWN

JOB # 11303
SHT.NO. 2
OF 3 SHEETS

PIERCE BOYNTON BEACH

BEING A REPLAT OF LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA
FEBRUARY – 2025

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591



NORTH

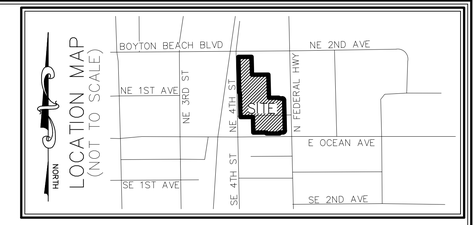
GRAPHIC SCALE
(IN FEET)
40 0 20 40 80
INTENDED DISPLAY SCALE 1 INCH = 40 FEET

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
BBUE – CITY OF BOYNTON BEACH UTILITY EASEMENT
FPL – FLORIDA POWER & LIGHT CO.
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
L – ARC LENGTH
LB – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORD BOOK
(P.) – PLAT BOOK 1 PAGE 23
P.B. – PLAT BOOK
R – RADIUS
R/W – RIGHT-OF-WAY
SF – SQUARE FEET
UE – UTILITY EASEMENT
● PRM – INDICATES PERMANENT REFERENCE MONUMENT NAIL AND DISK STAMPED "PRM LB#3591" UNLESS OTHERWISE NOTED.
▲PRM– DENOTES SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD/CAP STAMPED LB3591

TABULAR DATA

DESCRIPTION	ACRES	SQUARE FEET
TOTAL AREA THIS PLAT	3.0066	130,966
AREA OF TRACT RW1	0.0313	1,363
AREA OF TRACT RW2	0.0184	800
AREA OF TRACT RW3	0.0581	2,533
AREA OF PARCEL A	2.8988	126,270



NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S01°23'00"E ALONG THE BASELINE OF FDOT RIGHT OF WAY MAP SECTION 93010-MAINT.(2), AS SHOWN ON SHEET 12 OF 13, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
5. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS DETERMINED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X & AE EL 9"; COMMUNITY PANEL NO. 12099C0793G; DATE: 12/20/2024.
10. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF CAULFIELD & WHEELER, INC. THIS SURVEY IS NOT TRANSFERABLE BY OWNERS AFFIDAVIT OF SURVEY OR SIMILAR INSTRUMENT.
11. THE SURVEY SKETCH SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12. REVISIONS SHOWN HEREON DO NOT REPRESENT A "SURVEY UPDATE" UNLESS OTHERWISE NOTED.
13. ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN.
14. IT IS A VOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
15. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.

DESCRIPTION

LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 1; THENCE NORTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID BLOCK 1; THENCE SOUTH 01°23'00" EAST ALONG THE WEST LINE OF SAID LOT 5 AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 136.25 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 20 FOOT WIDE ALLEY IN BLOCK 1; THENCE NORTH 89°46'40" EAST ALONG SAID CENTERLINE, A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 12, BLOCK 1; THENCE SOUTH 01°23'00" EAST ALONG SAID PROJECTION AND SAID EAST LINE, A DISTANCE OF 176.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 6; THENCE NORTH 89°46'40" EAST ALONG SAID NORTH LINE OF BLOCK 6, A DISTANCE OF 74.99 FEET TO A POINT OF INTERSECTION WITH A PUBLIC RIGHT-OF-WAY LINE, AS RECORDED IN OFFICIAL RECORD BOOK 583, PAGE 220 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°23'00" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 89°46'40" EAST, A DISTANCE OF 28.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 88°50'20"; AN ARC DISTANCE OF 18.61 FEET TO A POINT OF TANGENCY, ALSO BEING ON THE WEST LINE OF THE EAST 10 FEET OF SAID BLOCK 6. THE PREVIOUS THREE COURSES AND DISTANCES WERE ALONG THE RIGHT-OF-WAY LINES OF SAID RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 583, PAGE 220; THENCE SOUTH 01°23'00" EAST ALONG SAID WEST LINE OF THE EAST 10 FEET OF SAID BLOCK 6, A DISTANCE OF 235.49 FEET TO THE POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET; A CENTRAL ANGLE OF 91°10'00", AN ARC DISTANCE OF 19.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°46'40" WEST, A DISTANCE OF 27.75 FEET; THENCE SOUTH 01°23'00" EAST, A DISTANCE OF 8.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 6, THE PREVIOUS THREE COURSES AND DISTANCES ARE ALONG THE PUBLIC RIGHT-OF-WAY LINES, AS RECORDED IN OFFICIAL RECORD BOOK 573, PAGE 24 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°46'40" WEST ALONG SAID SOUTH LINE OF BLOCK 6, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 11 OF SAID BLOCK 6; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°46'40" WEST ALONG THE NORTH LINE OF THE SOUTH 8.00 FEET OF SAID LOTS 10 AND 11, BLOCK 6, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 118.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 89°46'40" WEST ALONG THE NORTH LINE OF LOTS 8 AND 9 OF SAID BLOCK 6, A DISTANCE OF 95.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 5.00 FEET OF SAID BLOCK 6 ; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 186.25 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 1; THENCE SOUTH 89°46'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 01°23'00" WEST ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 130,966 SQUARE FEET OR 3.0066 ACRES, MORE OR LESS

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA AND

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON **MONTH DAY, 2025**. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

BY	DATE	REVISIONS
		FILE NAME 11303 SUR

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

THE PIERCE
BOUNDARY SURVEY

DATE	2/5/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	SHOWN

Digitally signed by David Lindley
Date: 2025.03.20 09:19:55 -04'00'
Adobe Acrobat version: 2025.001.20435

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB #	11303
SHT.NO.	1
OF	3 SHEETS

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
CUE – CITY OF BOYNTON BEACH UTILITY EASEMENT
FPL – FLORIDA POWER & LIGHT CO.
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
L – ARC LENGTH
LB – LICENSED BUSINESS
(P). – PLAT BOOK 1 PAGE 23
R – RADIUS
R/W – RIGHT–OF–WAY
SF – SQUARE FEET
● PRM – INDICATES PERMANENT REFERENCE MONUMENT NAIL AND DISK STAMPED "PRM LB#3591" UNLESS OTHERWISE NOTED.
▲PRM– DENOTES SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD/CAP STAMPED LB3591

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
☼ – LIGHT POLE
✱ – FIRE HYDRANT
▦ – CATCH BASIN
⋈ – WATER VALVE
○ – SET 5/8" IR/CAP LB 3591
Ⓢ – SANITARY MANHOLE
Ⓓ – DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
℄ – CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
Ⓘ – IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE
– FIRE DEPARTMENT CONNECTION
Ⓣ – TELEPHONE MANHOLE
Ⓤ – UNKNOWN MANHOLE

NORTH R/W LINE OF
E. BOYNTON BEACH BOULEVARD

EAST BOYNTON BEACH BOULEVARD
PUBLIC 80' RIGHT OF WAY
FDOT R/W MAP SECTION 93640–2601

P.O.B.
N.W. CORNER OF
LOT 7, BLOCK 1
SET PRM

N89°46'40"E
100.00'

N.W. CORNER OF
LOT 5, BLOCK 1
SET PRM

SOUTH R/W LINE OF
E. BOYNTON BEACH BOULEVARD

N. LINE BLOCK 1

BLOCK 1
PLAT BOOK 1, PAGE 23

LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

S01°23'00"E
136.25'
WEST LINE LOT 5

EAST LINE BLOCK 1

BASELINE OF FDOT R/W MAP
SECTION 93010–MAINT. (2)
(BEARING BASIS)

N01°23'00"W
272.50'

20' PUBLIC ALLEY
P.B. 1, PAGE 23

SET PRM

N89°46'40"E
125.00'

℄ OF 20' ALLEY(P)

SET PRM
NORTHERLY PROLONGATION
OF E. LINE OF W. 25.00'
LOT 12, BLOCK 1

FND
I.R./CAP
ILLEGIBLE

FND
MAGNAIL & DISK
LB 3300

SOUTHERLY PROLONGATION
LOT 5, BLOCK 1

FND
MAGNAIL & DISK
LB 3300

SET MAGNAIL & DISK
LB 3591

S89°46'40"W
5.00'

N. 5.00' OF LOT 7

N. 5.00' OF LOT 5

N.E. 1ST AVENUE(SIGN)
POINCIANA STREET(PLAT)
PUBLIC 40' RIGHT OF WAY
P.B. 1, PAGE 23

S01°23'00"E
5.00'
5' FDOT RW
(O.R.B. 583, PAGE 220)

N89°46'40"E
74.99'

FND
MAGNAIL & DISK
REC 129

N. LINE OF BLOCK 6

28.25'
N89°46'40"E
LOT 1
R=12.00'
Δ=88°50'20"
L=18.61'

PARCEL 4

LOT 4 LOT 3 LOT 2

BLOCK 6 PLAT BOOK 1, PAGE 23

N.E. 4TH STREET(SIGN)
PALMETTO STREET(PLAT)
PUBLIC RIGHT OF WAY WIDTH VARIES
P.B. 1, PAGE 23

EAST R/W LINE
NE 4TH STREET

WEST R/W LINE
NE 4TH STREET
(PALM BEACH COUNTY GIS LOCATION, NO DEED FOUND)

S. LINE OF BLOCK 1
S.W. CORNER OF BLOCK 1
SET PRM

WEST R/W LINE OF
NORTH FEDERAL HIGHWAY

10' RW
(O.R.B. 562, PAGE 600)

5' FDOT RW
(O.R.B. ___, PAGE ___)

NORTH FEDERAL HIGHWAY(SIGN)
LAKE STREET(PLAT)
PUBLIC 80' RIGHT OF WAY
FDOT R/W MAP SECTION 9310–MAINT.(2)

EAST R/W LINE OF
NORTH FEDERAL HIGHWAY

FUNK BROS. ADDITION
P.B. 1, PG. 13

CENTERLINE

MEDIAN
ASPHALT
2.0' D–CURB & VALLEY GUTTER(TYP.)
CONC. WALK
GREENERY
HAND HOLE
PLANTER
GATE VALVE
FIRE HYDRANT
WATER METER
OVERHANG SUPPORT POSTS (TYP.)
OVERHANG (TYP.)
WOOD POST
0.5' D–CURB (TYP.)
RAMP
PAVER
PARKING STRIPE (TYP.)
WHEEL STOP (TYP.)
ASPHALT PARKING
BUILDING
(BUILDING OUTLINE)
SIGN
CONC. MEDIAN
PAVER
WOOD POST FENCE
WOOD POWER POLE WITH GUY
WOOD POST FENCE (0.5' EAST OF PROPERTY LINE)
GRAVEL
CONC. PAD
5.0' D–CURB (TYP.)
MATCHLINE SHEET 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

BY	DATE	REVISIONS
		FILE NAME 11303 SUR

THE PIERCE
BOUNDARY SURVEY

DATE	2/5/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	SHOWN

JOB # 11303
SHT.NO. 2
OF 3 SHEETS

GRAPHIC SCALE

20 0 10 20 40 80

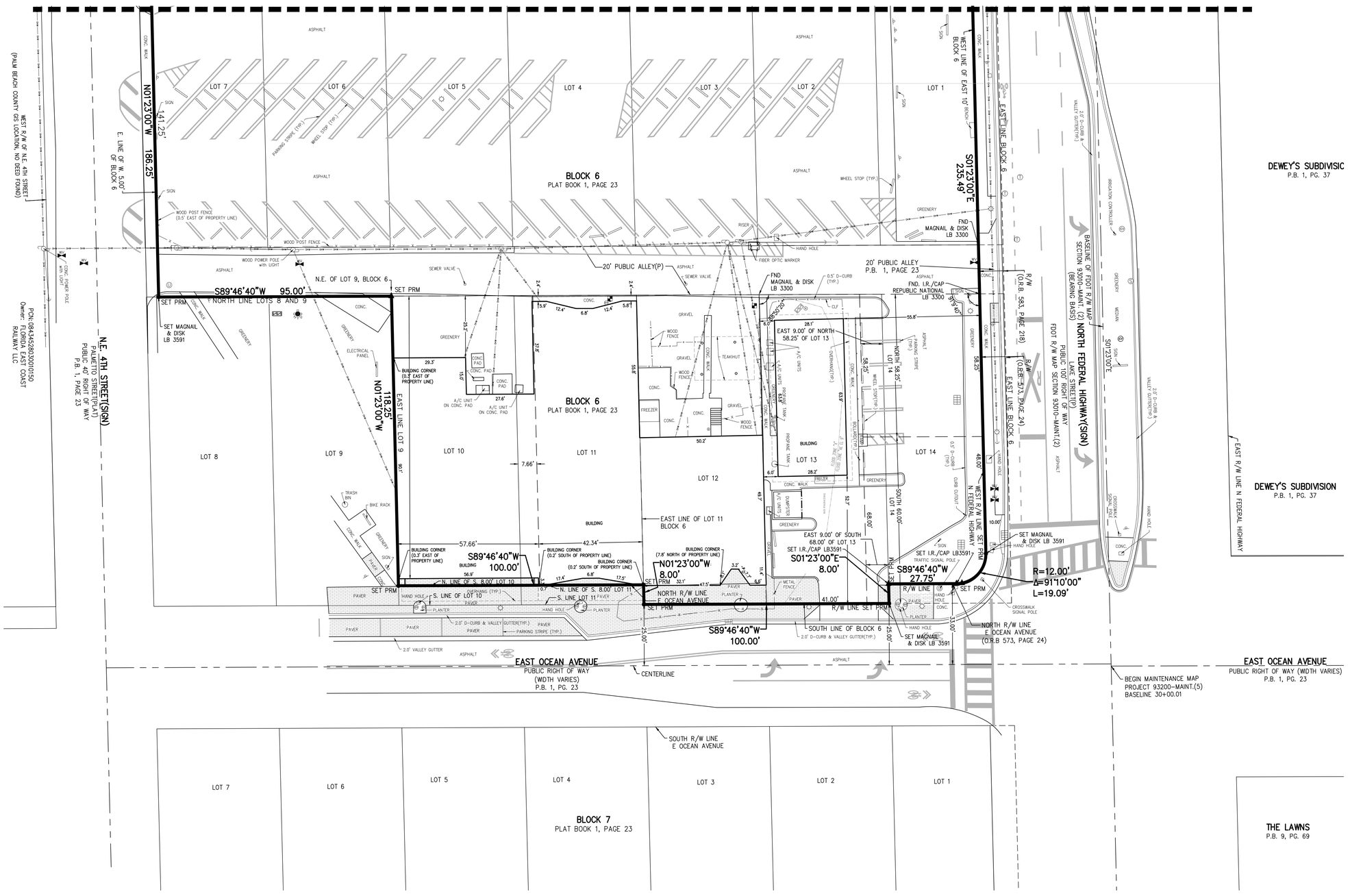
(IN FEET)
1 INCH = 20 FT.

NORTH

MATCHLINE SHEET 2

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
☼ – LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
Ⓢ – SANITARY MANHOLE
Ⓓ – DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
℄ – CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
Ⓘ – IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE
– FIRE DEPARTMENT CONNECTION
Ⓣ – TELEPHONE MANHOLE
Ⓤ – UNKNOWN MANHOLE



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

REVISIONS	DATE	BY

FILE NAME 11303 SUR

THE PIERCE
BOUNDARY SURVEY

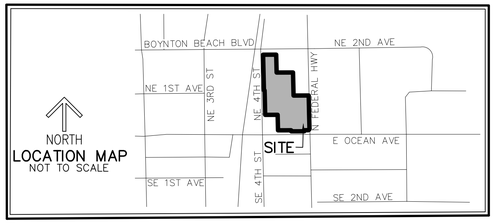
DATE	2/5/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	SHOWN

JOB # 11303
SHT.NO. 3
OF 3 SHEETS

PIERCE BOYNTON BEACH

BEING A REPLAT OF LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA
FEBRUARY - 2025

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591



STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT _____ M. THIS _____ DAY OF _____ A.D. 2025 AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ AND _____.

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
DEPUTY CLERK

CLERK OF THE CIRCUIT COURT & COMPTROLLER

SHEET 1 OF 2

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT BB QOZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS PIERCE BOYNTON BEACH, BEING A REPLAT OF LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 1; THENCE NORTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID BLOCK 1; THENCE SOUTH 01°23'00" EAST ALONG THE WEST LINE OF SAID LOT 5 AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 136.25 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 20 FOOT WIDE ALLEY IN BLOCK 1; THENCE NORTH 89°46'40" EAST ALONG SAID CENTERLINE, A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 12, BLOCK 1; THENCE SOUTH 01°23'00" EAST ALONG SAID PROJECTION AND SAID EAST LINE, A DISTANCE OF 176.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 6; THENCE NORTH 89°46'40" EAST ALONG SAID NORTH LINE OF BLOCK 6, A DISTANCE OF 74.99 FEET TO A POINT OF INTERSECTION WITH A PUBLIC RIGHT-OF-WAY LINE, AS RECORDED IN OFFICIAL RECORD BOOK 583, PAGE 220 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°23'00" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 89°46'40" EAST, A DISTANCE OF 28.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 88°50'20"; AN ARC DISTANCE OF 18.61 FEET TO A POINT OF TANGENCY, ALSO BEING ON THE WEST LINE OF THE EAST 10 FEET OF SAID BLOCK 6. THE PREVIOUS THREE COURSES AND DISTANCES WERE ALONG THE RIGHT-OF-WAY LINES OF SAID RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 583, PAGE 220; THENCE SOUTH 01°23'00" EAST ALONG SAID WEST LINE OF THE EAST 10 FEET OF SAID BLOCK 6, A DISTANCE OF 235.49 FEET TO THE POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET; A CENTRAL ANGLE OF 91°10'00", AN ARC DISTANCE OF 19.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°46'40" WEST, A DISTANCE OF 27.75 FEET; THENCE SOUTH 01°23'00" EAST, A DISTANCE OF 8.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 6, THE PREVIOUS THREE COURSES AND DISTANCES ARE ALONG THE PUBLIC RIGHT-OF-WAY LINES, AS RECORDED IN OFFICIAL RECORD BOOK 573, PAGE 24 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°46'40" WEST ALONG SAID SOUTH LINE OF BLOCK 6, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 11 OF SAID BLOCK 6; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°46'40" WEST ALONG THE NORTH LINE OF THE SOUTH 8.00 FEET OF SAID LOTS 10 AND 11, BLOCK 6, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 118.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 89°46'40" WEST ALONG THE NORTH LINE OF LOTS 8 AND 9 OF SAID BLOCK 6, A DISTANCE OF 95.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 5.00 FEET OF SAID BLOCK 6 ; THENCE NORTH 01°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 186.25 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 1; THENCE SOUTH 89°46'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 01°23'00" WEST ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 130,966 SQUARE FEET OR 3.0066 ACRES, MORE OR LESS

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. DEVELOPMENT TRACT DEDICATION

TRACT A, AS SHOWN HEREON ARE HEREBY RESERVED FOR BB QOZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF BOYNTON, BEACH, PALM BEACH FLORIDA AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE BB QOZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

2. ADDITIONAL RIGHT-OF-WAY

TRACTS RW1 AND RW2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION, FOR PUBLIC STREET PURPOSES.

THESE TRACTS ALLOW FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, INCLUDING, BUT NOT LIMITED TO STORM FACILITIES, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES. OTHER UTILITY FRANCHISE OPERATORS CAN APPLY FOR PERMIT WITHIN THESE STREET TRACTS THROUGH CITY OF BOYNTON BEACH, FLORIDA, A MUNICIPAL CORPORATION. UNLESS OTHERWISE APPROVED BY THE CITY OF BOYNTON BEACH, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS, UNLESS PERMITTED BY THE CITY OF BOYNTON BEACH, FLORIDA, A MUNICIPAL CORPORATION.

TRACT RW, AS SHOWN HEREON, IS HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC ROADWAY PURPOSES.

UTILITY EASEMENTS

THE UTILITY EASEMENT, AS SHOWN HEREON, IS A NONEXCLUSIVE EASEMENT AND IS HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY THE CITY OF BOYNTON BEACH, FLORIDA, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF BOYNTON BEACH, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE ABOVE NAMED FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY IT'S AUTHORIZED SIGNATORY, AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS ____ DAY OF _____, 2025.

BB QOZ, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
_____
PRINT NAME

WITNESS: _____
_____
PRINT NAME

BY: _____
JEFFREY BURNS
AUTHORIZED SIGNATORY

BB QOZ, LLC
SEAL

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY JEFFREY BURNS AS THE AUTHORIZED SIGNATORY FOR BB QOZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

_____
PRINT NAME

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

(SEAL)

TITLE CERTIFICATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

WE, SHUTTS & BOWEN, AS AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN BB QOZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THAT ALL TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

SHUTTS & BOWEN, LLP
AS AGENT FOR FIRST AMERICAN
TITLE INSURANCE COMPANY

DATED: _____ _____
ADAM BREGMAN, ESQUIRE
ATTORNEY AT LAW
LICENSED IN FLORIDA

CITY OF BOYNTON BEACH APPROVAL:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

PIERCE BOYNTON BEACH IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 2025.

BY: _____
PRINT NAME: _____
CITY ENGINEER

BY: _____
REBECCA SHELTON
MAYOR

ATTEST (AS TO BOTH)

BY: _____
MAYLEE DEJESUS
CITY CLERK

REVIEWING SURVEYOR:

THIS IS TO CERTIFY THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, UNDER CONTRACT WITH THE CITY OF BOYNTON BEACH, FLORIDA, HAS REVIEWED THIS PLAT OF PIERCE BOYNTON BEACH, AS REQUIRED BY CHAPTER 177.081(1) FLORIDA STATUTES, AND FINDS THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES AND FINDS THAT IT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES.

BY: _____
JOHN T. DOOGAN, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4409
AVIROM & ASSOCIATES, INC. LB #3300
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432

CITY OF BOYNTON BEACH ENGINEER

CITY OF BOYNTON BEACH CITY CLERK

REVIEWING SURVEYOR

TABULAR DATA

DESCRIPTION	ACRES	SQUARE FEET
TOTAL AREA THIS PLAT	3.0066	130,966
AREA OF TRACT RW1	0.0313	1,363
AREA OF TRACT RW2	0.0184	800
AREA OF TRACT RW3	0.0581	2,533
AREA OF PARCEL A	2.8988	126,270

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF BOYNTON BEACH, PALM BEACH COUNTY ZONING REGULATIONS.
3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. APPROVAL OF LANDSCAPING ON UTILITY EASEMENT, (EXCLUDING WATER AND SEWER) SHALL ONLY BE WITH APPROVAL OF ALL UTILITIES OCCUPYING SAID EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N02°08'51"E. ALONG THE WEST LINE OF SECTION 36, TOWNSHIP 44 SOUTH, RANGE 42 EAST PALM BEACH COUNTY FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90 ADJUSTMENT) AS PUBLISHED BY PALM BEACH COUNTY, FLORIDA.
5. NOTICE THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

DATED: _____, 2025

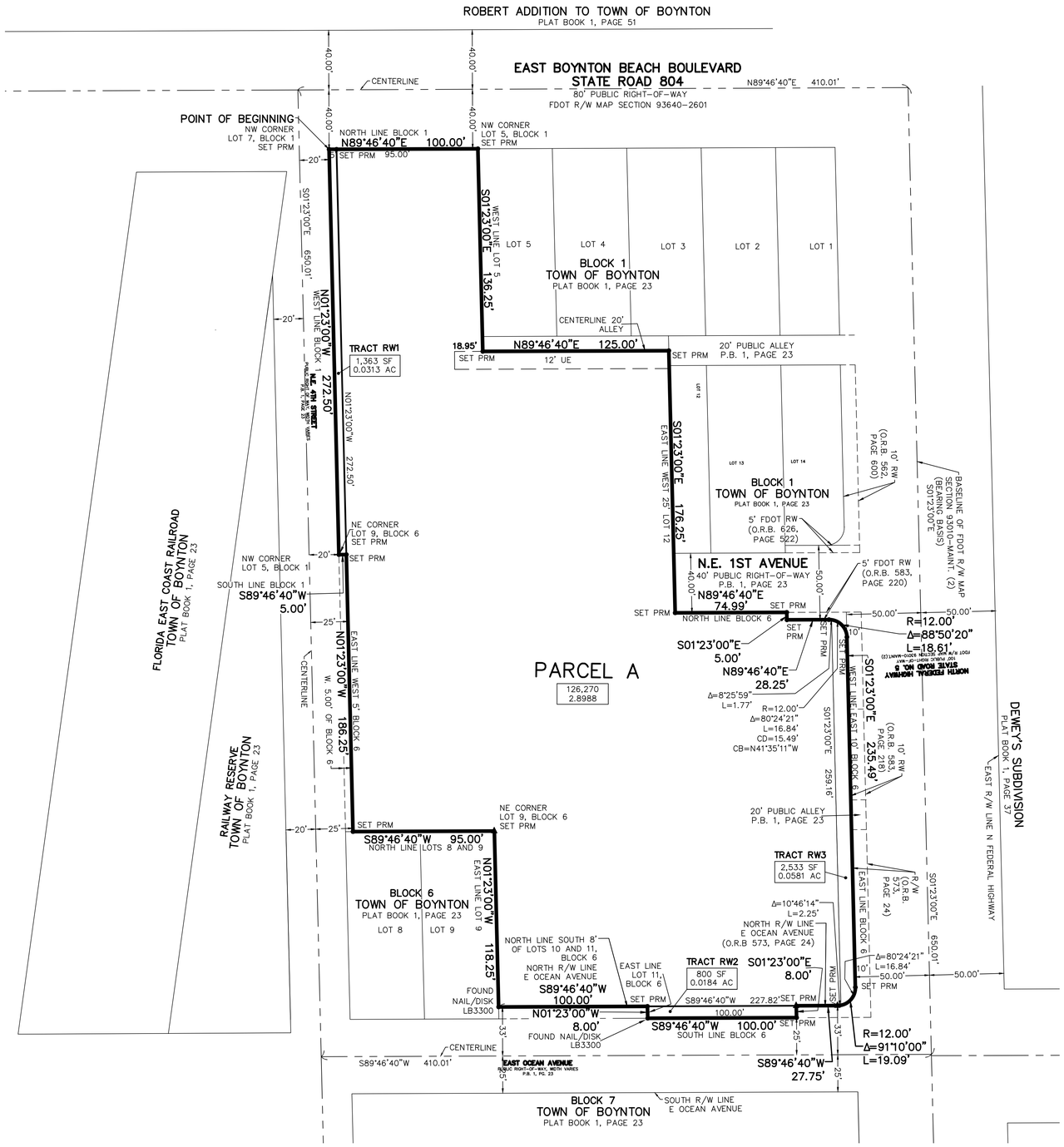
_____
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
REG. LAND SURVEYOR #5005
STATE OF FLORIDA
LB #3591

SURVEYOR

PIERCE BOYNTON BEACH

BEING A REPLAT OF LOTS 6 ,7, 8, 9, 10, 11 AND A PORTION OF LOT 12, BLOCK 1 AND LOTS 2, 3, 4, 6 ,12 AND 13 AND A PORTION OF LOTS 1, 5, 7, 10, 11 AND 14, BLOCK 6; TOGETHER WITH THAT PORTION OF THOSE 20 FOOT WIDE ALLEYS LYING IN SAID BLOCKS 1 AND 6; TOGETHER WITH A PORTION OF NE 1ST AVENUE, A PUBLIC RIGHT-OF-WAY IN SAID BLOCK 1, ALL IN TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA
FEBRUARY – 2025

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591



NORTH

GRAPHIC SCALE
(IN FEET)
40 0 20 40 80
INTENDED DISPLAY SCALE 1 INCH = 40 FEET

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- BBUE – CITY OF BOYNTON BEACH UTILITY EASEMENT
- FPL – FLORIDA POWER & LIGHT CO.
- FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
- L – ARC LENGTH
- LB – LICENSED BUSINESS
- O.R.B. – OFFICIAL RECORD BOOK
- (P.) – PLAT BOOK 1 PAGE 23
- P.B. – PLAT BOOK
- R – RADIUS
- R/W – RIGHT-OF-WAY
- SF – SQUARE FEET
- UE – UTILITY EASEMENT
- ● PRM – INDICATES PERMANENT REFERENCE MONUMENT NAIL AND DISK STAMPED "PRM LB#3591" UNLESS OTHERWISE NOTED.
- ▲PRM – DENOTES SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD/CAP STAMPED LB3591

TABULAR DATA

DESCRIPTION	ACRES	SQUARE FEET
TOTAL AREA THIS PLAT	3.0066	130,966
AREA OF TRACT RW1	0.0313	1,363
AREA OF TRACT RW2	0.0184	800
AREA OF TRACT RW3	0.0581	2,533
AREA OF PARCEL A	2.8988	126,270

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the August 5, 2025, City Commission Meeting.

Explanation of Request: The City Commission met on August 5, 2025 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
August 5, 2025 City Commission Minutes.docx

City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, August 5, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:00 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Pastor Bob Bender, Christ Fellowship Church

The invocation was given by Pastor Bender.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

The Pledge of Allegiance was led by Commissioner Turkin.

Vice Mayor Hay mentioned Representative Joe Casello, who passed away after having a heart attack, and his history with the City. He asked for a moment of silence in his honor.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin added a finalized report from the OIG's Office to be discussed, as Item 3B.

2. Adoption

Motion:

Commissioner Hay moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Turkin congratulated City Manager Dugger on earning his MBA from FAU, and spoke about his history as the City Manager over the last few years.

Commissioner Kelley stated that she wanted to make the residents aware of the infrastructure upgrades happening on Miner Road, that will also be blocking the road. She mentioned that it is exciting to see this happening.

Vice Mayor Hay congratulated City Manager Dugger on his MBA and noted that he was one that gave him a hard time.

Mayor Shelton and Commissioner Cruz also congratulated City Manager Dugger on his MBA.

3. Announcements, Community and Special Events and Presentations

A. Proclamation designating the City of Boynton Beach as a Purple Heart City

Mayor Shelton introduced the proclamation and asked veterans to stand and be recognized.

Commissioner Turkin read the proclamation into the record.

B. Final OIG Report

Commissioner Turkin stated that the allegations made against staff had been cleared, and that they were bogus and anonymous complaints that caused reputational harm. He stated that apologies were owed from those who made the complaints.

City Manager Dugger stated that he appreciated the remarks and that the complaints had been orchestrated behind the scenes by the former mayor.

4. Public Audience

Mack McCray congratulated City Manager Dugger for being an FAU Owl.

Cindy Falco de Corrado gave kudos to those who removed the LGBTQ flag from the street and spoke about why she was pleased it was removed.

Susan Oyer congratulated City Manager Dugger on his graduation and congratulated the City of Boynton Beach for being recognized as a Purple Heart City. She spoke about the lack of response on the environmental study status, noted the NYU buildings on Quantum were no longer part of the city and requested clarification, and referenced her July 15 request for updates on the Alfonso piece of art, the Bloomer tree, and the art inventory.

Charles Hunt spoke about fighting against the city regarding the daily fine placed on his house and against the Police Department for forcing him to allow a tow of his vehicle while he was waiting for AAA. He requested reimbursement for the cost of the tow.

Dianna Brinkman asked the city to revise the mandatory law requiring sidewalk installation, which created an issue with construction on her property, and stated she had been told no waiver was allowed. She stated that this code creates a burden and mentioned that she has emailed the Commissioners about her concerns.

Nikki King raised concerns about her three missing daughters. She referenced prior reports to law enforcement, mentioned communication with Senator Rick Scott's office, and urged the city and advisory boards to bring more attention to the matter.

Willy Roberts spoke about a car that had been parked on the sidewalk for several years, forcing children to walk in the road. He stated that he wanted a better response from the Police when he reported the issue.

David Katz stated that he wished to address Item 7H regarding the use of an autobody shop in Lake Worth. He stated that the work should be brought to Boynton Beach so that the money would be spent locally.

Virtual Comments:

Kameron Majarah stated that he had requested information regarding flock cameras, especially in District 2.

Katie Miller asked for help, stating that she had two garbage cans outside that had not been picked up for two months.

5. Administrative

A. Advisory Board Appointments.- Tabled at the July 15, 2025 Meeting.

Commissioner Cruz asked to not remove Historic Preservation from the table because the process was going to change.

City Attorney Lamb stated that board appointments required an application process, and that the City Clerk was to vet applications, so an ordinance change would be requested.

City Manager Dugger stated that he was working with ITS to have receipts sent.

Commissioner Kelley encouraged anyone with issues to contact the Clerk's Office and stated that social media was not being used to promote board openings.

Commissioner Turkin stated that the city needed to reevaluate some of the boards.

Vice Mayor Hay stated that there were not many people interested in joining the boards, but more advertising was needed to encourage residents to serve.

Mayor Shelton stated that she had sent information out in her newsletter.

Motion:

Commissioner Cruz moved to approve Wendy Chalssaint as a Regular Member of the Building Board of Adjustment and Appeals. Vice Mayor Hay seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to table the appointment of Abhi Kanthan as a Regular Member of the Historic Resources Preservation Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Amanda Cowan as an Alternate Member of the Recreation and Parks Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve William Perkins as an Alternate Member of the Senior Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-199- Approving a Subcontract Agreement for Bicycle and Pedestrian Focused Initiative with the Florida Department of Transportation (FOOT) through a grant with the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (IPTM) in an amount not to exceed $5,389.98.

B. Proposed Resolution No. R25-200- Amending the City's Procurement Policy to require three written quotes for Personal Property, Commodities, and Services (Non-Construction) purchases between $20,000.01 and $75,000, with Commission approval and/or formal bidding required for amounts exceeding $75,000.01.

C. Proposed Resolution No. R25-201- Approve the Literacy AmeriCorps Palm Beach County Cooperative Agreement 2025 - 2026, as well as any future contracts.

D. Resolution No. R25-202- Adopt the City of Boynton Beach's Community Development Block Grant (CDBG), Fourth Year Annual Action Plan for FY 2025.

Motion:

Vice Mayor Hay moved to approve the consent agenda. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-203- Approve a purchase order with JC White Interior Architectural Products in the amount of $129,172.15 utilizing a piggyback of FL Contract #56120000-24-NY-ACS for the purchase of 450 event chairs and 45 stacking carts for the Arts and Cultural Center.

B. Proposed Resolution No. R25-204- Award Invitation to Bid No. 25- 020RB for Pre-Chlorinated Pipe Bursting of Portable Water Mains to Murphy Pipeline Contractors, LLC as the primary Contractor and Killebrew, Inc., as the secondary Contractor, and approve an Agreement with each awarded Contractor in an amount not to exceed $10,000,000 for the full term of the contract.

C. Proposed Resolution No. R25-205- Approve a Sole Source Agreement with

SmartCover Systems for remote sewer monitoring services in an amount not to exceed $140,395 during the initial term and all extension terms.

D. Proposed Resolution No. R25-206- Approve Amendment No. 2 to Task Order No. UT-3E-04 (PO #221711) with West Architecture and Design, LLC for professional architectural and engineering services relating to the West Water Treatment Plant Water Quality Lab Improvements and Miscellaneous Upgrades, for additional Construction Administration Services for the Project and increasing the total fee of the Task Order to $247,280.

E. Proposed Resolution No. R25-207-Approving an increase to the annual expenditure from $90,000 to $140,000 for Tiresoles of Broward, Inc., d/b/a Elpex Tire, an authorized vendor of The Goodyear Tire and Rubber Company, for the purchase of recap/retread tires for the City's Fleet.

F. Proposed Resolution No. R25-208- Approve an increase in the total expenditure with Cintas Corporation on an as-needed basis for an annual expenditure not to exceed $85,000.

G. Proposed Resolution No. R25-209- Approve Amendment No. 2 to the Piggyback Agreement between the City and Everon, LLC for Facility Technology Integration & Security System Services, increasing the annual expenditure from $150,000 to $200,000.

H. Proposed Resolution No. R25-210- Approve a $20,000 increase to the total expenditure for Vinnie's Auto Body Shop, resulting in a revised annual not-to-exceed amount of $70,000 for FY25.

I. Proposed Resolution No. R25-211- Approve Amendment No. 2 to Contract No. 009-2511-20/RW for Town Square/City Facilities Maintenance Services between the City and ABM Industry Groups, LLC removing landscaping maintenance services and renewing the Agreement through August 10, 2030.

J. Proposed Resolution No. R25-212- Approving increasing the expenditure for NMS Management Services from $45,000 to an amount not to exceed $70,000.

K. Proposed Resolution No. R25-213- Approve the trade-in of the City's existing 2008 SPH fire apparatus for $350,000 to Brindlee Mountain Fire Apparatus. The trade-in value will be applied directly to reduce the fiscal obligation of the new SPH100 unit currently on order from Sutphen Corporation.

L. Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for August 5, 2025 - "Request for Extensions and/or Piggybacks."

Commissioner Kelley pulled item 7H for discussion.

Motion:

Commissioner Kelley moved to approve the remainder of Consent Bids and Purchases over $100,000. Commissioner Turkin seconded the motion. The motion passed unanimously.

7H. Proposed Resolution No. R25-210- Approve a $20,000 increase to the total expenditure for Vinnie's Auto Body Shop, resulting in a revised annual not-to-exceed amount of $70,000 for FY25.

Commissioner Kelley stated that she wanted an understanding of the contracts for auto body work.

Deputy City Manager Mack stated that the procurement director had identified flaws with vendor choices and that this was the result. He stated that the city would be going out to bid soon and explained there was a rotation in place, but current work still needed to be completed.

Commissioner Kelley stated that the city liked to keep business local but needed to remain fiscally responsible.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R25-210. Commissioner Kelley seconded the motion. The motion passed unanimously.

8. Public Hearing

A. Proposed Ordinance No. 25-010- Second Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part **111,** Land Development Regulations, Chapter 2, Land Development Process, Article VI, Impact and Selected Fees, and providing an effective date.

City Clerk De Jesús read the ordinance title into the record.

Staff noted that there have been no changes since first reading.

Mayor Shelton opened to public comment. There were none.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-010 on Second Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed motion passed 4-0, Commissioner Cruz was absent from the dais.

9. City Manager's Report

A. Discussion of comprehensive updates to municipal parking regulations and comparative analysis with various municipalities located in Palm Beach County.

City Manager Dugger stated that staff would be reviewing ordinances affecting parking, which had been the main issue raised. He stated that some homes had multiple vehicles that at times blocked emergency vehicles. He noted that Andrew reviewed Wellington's ordinances and identified policies that might be useful and added that Code Enforcement was often asked to address these issues.

Community Standards Director Candice Stone presented the following: Current Ordinances Related to Parking Regulations; Sec. 10-52; Sec. 14-3; Sec. 14-3 fines; Sec. 14-5; Sec. 20-6; Sec. 13-95; and options for revisions.

Mayor Shelton asked about the provision allowing 10 days for abandoned vehicles. Director Candice stated that the requirement was part of both the ordinance and state statute, though some cities used a shorter period. City Attorney Lamb stated that multiple rules applied and that the ordinance would return on August 19.

Commissioner Kelley stated that five days seemed like a long time.

Commissioner Turkin asked whether the rules applied to homemade mechanic shops on residential properties.

Director Stone explained the rules and daily fines that could be imposed.

Discussion followed regarding the use of drones, mechanic shops operating in residential areas, and whether notices should be sent before fines were issued.

Vice Mayor Hay asked if parking on the road while waiting for a tow truck was regulated.

Chief Dale stated that it was situational and that there might be a limit on how long an officer could remain behind a vehicle with lights activated.

Vice Mayor Hay stated that he wanted clarification if such a rule existed, and Chief Dale stated it would be at the officer's discretion.

City Manager Dugger stated that the incident report should be sent to Vice Mayor Hay.

Director Stone continued her presentation on possible parking regulation options.

Commissioner Kelley stated that she did not want a blanket change to copy Wellington's ordinances.

Discussion followed regarding Code Enforcement staffing and process, semis and dump trucks parked overnight, boats in non-HOA communities, task force collaboration between departments, hazard pay, schedule changes requiring union review, Street Team cleanups, budget amendments for personnel, and using analytics by district.

Mayor Shelton stated that for the first time in twenty years there was no couch on her street.

City Manager Dugger requested consensus to use a CBA to supplement Code Enforcement, and the Commission agreed to review the scope.

Commissioner Cruz asked when the ordinance would return.

City Attorney Lamb stated that it might return in September due to agenda deadlines.

Vice Mayor Hay asked who residents should call, and Director Stone stated that Police should be contacted for issues in the road, while Code Enforcement could only cite inoperable vehicles.

Commissioner Kelley asked Director Stone to follow up with a resident regarding an abandoned vehicle blocking a sidewalk.

10. Regular Agenda

A. Proposed Ordinance No. 25-006- First Reading, An Ordinance of the City Commission of the City Of Boynton Beach, Florida, Amending Part II, Chapter 27, Article I, Section 27-2 "Board or Committee Member Selection; Organization; Qualifications; Term," establishing limited authority to waive certain appointment requirements; providing for codification; providing for

severability ; providing for conflicts; and providing for an effective date.

City Clerk De Jesús read the ordinance title into the record.

Assistant City Attorney Gregorchik spoke about the changes as follows: current board qualifications generally; exception noted; art advisory board; summary; challenges with current framework; proposed changes; requirements and waiver conditions.

City Attorney Lamb stated that the policy allows waivers for certain reasons and gave an example, noting that cases would be handled individually and brought before the Commission.

Commissioner Cruz stated that she would focus on expertise, be careful about the knowledge requirement, and also spoke about alternative qualifications.

Motion:

Commissioner Turkin moved to approve Proposed Ordinance No. 25-006. Vice Mayor Hay seconded the motion. The motion passed unanimously.

B. Proposed Ordinance No. 25-011- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Chapter 2, Article Ill "Elections" of the City Code Ordinances, to re-title Section 2-42 to read "Candidate Requirements and Qualifications, Official Ballot, and Filing Fees" establishing qualifying requirements, modifying the number of petitions required to run for office, and the amount of the Campaign Filing Fee; and creating Section 2-48 entitled "Campaign Signs- Bonds, Penalties, and Financial Responsibility;" providing for codification; providing for severability ; providing for conflicts; and providing for an effective date.

City Clerk De Jesús read the ordinance title into the record.

Assistant City Attorney Gregorchik spoke about the following: candidate requirements and qualifications; campaign filing fee; political sign bond fees; and questions.

Motion:

Commissioner Turkin moved to approve Proposed Ordinance No. 25-011. Commissioner Kelley seconded the motion. The motion passed unanimously.

C. Proposed Resolution No. R25-214- Ratify the selection of members appointed to the Charter Review Committee by each member of the City

Commission, and discussion of first public meeting.

City Attorney Lamb stated that the resolution listed members selected by the Commissioners, proposed meeting on August 19 due to the short timeframe, and asked if they preferred that date or a special meeting, after which she read the names into the record.

There was consensus to hold a special joint meeting with the Charter Review Committee before the August 19 regular meeting, with Deputy City Manager Mack noting significant public hearing items and consensus to begin at 5:30 PM.

Mr. Katz thanked the Commissioners, requested a hard copy of the charter, and City Attorney Lamb stated that she would provide one.

11. Future Agenda Items

A. Proposed Ordinance No. 25-XXX- First Reading, of an ordinance regarding construction hours near residential locations and decibel levels.-TBD

B. Discussion regarding creating a beautification board. - TBD

C. Discussion regarding Citywide Master Plan to light up the City.- TBD

D. Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Commissioner Kelley

E. Discussion on utility lift station upgrades and odor control - TBD

F. Discussion in regards to an additional area that might be available as a future cemetery.- Pending meeting with City Real Estate Manager.

G. Discussion regarding combining City properties together to create senior affordable housing.- Pending Joint Meeting with the CRA.

H. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz

I. Discussion regarding increasing the City Manager's procurement limit to $75,000 for Services. - TBD

J. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.- TBD

K. Update on the City's Strategic Planning efforts. - TBD

L. Discussion regarding bulk trash pickup. - TBD

12. Adjournment

Commissioner Kelley asked if there was a joint meeting with the CRA in the works about properties and projects after the next CRA meeting.

Commissioner Turkin stated that he agreed and that it should be a regularly scheduled meeting.

Commissioner Cruz stated that city staff should follow up with requests to have a joint meeting with the CRA.

Commissioner Kelley spoke about collaboration between the City and the CRA and suggested holding meetings once a month or every other month.

Commissioner Shelton stated that the disconnect was challenging the City.

Commissioner Turkin noted that the Commission had the ability to eliminate bureaucracy and that this was how progress could be made. He asked for an update on the City Manager’s Report regarding beautification.

Vice Mayor Hay agreed with the comments but stated that the Commission needed to commit to attending meetings. He stated that too many meetings were being missed and there were no excuses.

Commissioner Turkin suggested that the Commission needed to be all in or all out.

Commissioner Cruz requested to add Golfview Harbor waivers to a future agenda.

Motion:

Commissioner Turkin moved to Adjourn. Vice Mayor Hay seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting is adjourned at 7:51 P.M.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-233- Award Invitation to Bid No. 25-071B for Coquina Cove Drainage Improvement Project to Southern Underground Industries, Inc. and approve the Agreement between the City and Southern Underground Industries, Inc. in the amount of $5,872,846 with an additional 10% contingency in the amount of $587,284.60 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $6,460,130.60. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Requested Action:

City staff recommends approval of Proposed Resolution No. R25-233.

Explanation of Request: The Coquina Cove Drainage Improvement Project includes the installation of a new stormwater conveyance system, replacement of aging water and sewer lines, rehabilitation of an existing lift station, and full roadway and surface restoration throughout the project area. The project is partially grant-funded and aims to address chronic flooding issues in the Coquina Cove neighborhood by constructing significant stormwater, water, and sewer infrastructure improvements. The contractor will also perform all incidental work required to complete the project, including erosion and sedimentation control, maintenance of traffic, and site restoration.

On July 1, 2025, the Procurement Division, in coordination with the Utilities Department, issued Invitation to Bid (ITB) No. 25-071B for the Coquina Cove Drainage Improvement Project. The solicitation closed on July 31, 2025, with six bid submissions received. Following a comprehensive evaluation and upon the recommendation of the Engineer of Record and the City Engineer, Southern Underground Industries, Inc. was determined to be the lowest responsive and responsible bidder.

City staff recommends awarding the contract to Southern Underground Industries, Inc. for a total contract amount of $5,872,846, with an additional 10% contingency of $ 587,284.60 to cover unforeseen conditions, bringing the total not-to-exceed amount to $6,460,130.60.

How will this affect city programs or services?

The Coquina Cove neighborhood has experienced persistent street flooding during heavy rain events due to undersized or nonexistent stormwater infrastructure. The area’s low elevation,

combined with limited drainage outfalls, has resulted in frequent ponding, property damage, and restricted access for emergency vehicles during storm events. This project will install new drainage systems to improve conveyance capacity, reduce flooding, and enhance roadway resiliency.

In addition to stormwater improvements, the project includes the replacement of deteriorated water and sanitary sewer mains, providing improved reliability for utility services. Rehabilitation of the existing lift station will further ensure wastewater system functionality. These combined improvements will:

- Reduce flooding risks, protecting homes, businesses, and public infrastructure.
- Improve access for emergency response during storm events.
- Enhance the quality and reliability of water and sewer services in the neighborhood.
- Prolong the life of City infrastructure through comprehensive roadway and surface restoration.

The contractor will provide all labor, equipment, and materials in accordance with City standards, maintaining a safe work environment and minimizing disruptions to residents during construction. Upon completion, the Coquina Cove neighborhood will benefit from significantly improved drainage and utility infrastructure, increasing public safety and quality of life for the community.

Budgeted Item: Yes

Account Line Item and Description:

Available Fund Balance before Budget Transfer:

Project UC2102 (Coquina Cove):

ACCT # 403-5000-538-65.09 - $2,066,833.98

ACCT # 403-5000-535-65.04 - $2,015,207.12

ACCT # 403-5000-533-65.02 - $2,028,147.07

ACCT # 403-5000-535-65.04 - $1,261,079.20

Available Fund Balance after Budget Transfer:

Project UC2102 (Coquina Cove):

ACCT # 403-5000-538-65.09 – $1,400,460.97

ACCT # 403-5000-535-65.04 – $2,451,943.27

ACCT # 403-5000-533-65.02 – $2,607,726.37

Fiscal Impact:

Project UC2102 (Coquina Cove) has $6,109,308.17 available budget. $6,460,130.60 is required to fund the project and to fund contingency. There is a current budget shortage of $351,342.43.

A budget transfer must be completed to fund the project and contingency, as well as to allocate the funds accurately across the stormwater, wastewater, and potable water accounts. Once bids were received and tabulated, an analysis was completed of the bid provided by the contractor to accurately determine the required funds for each utility discipline.

From:

ACCT # 403-5000-533-65.02 UC2102 of $626,786

ACCT # 403-5000-533-65.04 UC2103 of $351,092

To:

ACCT # 403-5000-535-65.04 UC2102 of $436,736

ACCT # 403-5000-538-65.09 UC2102 of $541,392

Final Funding for UC2102 (Coquina Cove) after Budget Transfer:

ACCT # 403-5000-538-65.09 – $2,607,726.37

ACCT # 403-5000-535-65.04 – $2,451,943.27

ACCT # 403-5000-533-65.02 – $1,400,460.97

Attachments:
R25-233 Agenda_Item_3471-2025_Resolution_for_ITB_Award_and_agmt.docx
Exhibit A to Resolution - 25-071B Agreement signed.pdf
User Concurrence Memo - Bid Recommendation.pdf
Utility Staff Recommendation of Award letter to Bid No.25-071B.pdf
EOR letter of Recommendation.pdf
Southern Underground submission.pdf
Bid Analysis-Tabulation 25-071B.pdf
Budget_Transfer_-_Coquina_Cove_Drainage_Improvement_Project_UC2102_including_supporting_docs._08-

12-2023.pdf
COI.pdf
Coquina Cove Location Map.pdf

RESOLUTION NO. R25-233

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. 25-071B FOR COQUINA COVE DRAINAGE IMPROVEMENT PROJECT TO SOUTHERN UNDERGROUND INDUSTRIES, INC., APPROVING THE AGREEMENT BETWEEN THE CITY AND SOUTHERN UNDERGROUND INDUSTRIES, INC., IN THE AMOUNT OF $5,872,846 WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF $587,284.60 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $6,460,130.60, AND APPROVING A BUDGET TRANSFER TO ALLOCATE SUFFICIENT FUNDING FOR THIS PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's Utilities Department is undertaking infrastructure improvements to enhance utility services and mitigate flooding; and

WHEREAS, the City's Utilities Department developed specifications to seek qualified contractors for utility and drainage improvements, including a new outfall and lift station rehabilitation, funded in part by the FDEP Resilient Florida Grant Program; and

WHEREAS, on July 1, 2025, the Purchasing Division issued an Invitation to Bid ("ITB") No. 25-071B for the Coquina Cove Drainage Improvement Project – Grant Funded ("Project"); and

WHEREAS, Southern Underground Industries, Inc. ("Contractor") responded to the ITB by submitting its Bid dated July 31, 2025; and

WHEREAS, the City has selected the Contractor to perform construction services related to the Project; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award Invitation to Bid No. 25-071B for Coquina Cove Drainage Improvement Project to Southern Underground Industries, Inc., approve the Agreement between the City and Southern Underground Industries, Inc., in the amount of $5,872,846 with an additional 10% contingency in the amount of $587,284.60 for a total not-to-exceed amount of $6,460,130.60, and approve a budget transfer to allocate sufficient funding for this project.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award ITB No. 25-071B for Coquina Cove Drainage Improvement Project to Southern Underground Industries, Inc.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement for ITB No. 25-071B for Coquina Cove Drainage Improvement Project between the City and Southern Underground Industries, Inc., in the amount of $5,872,846 with an additional 10% contingency in the amount of $587,284.60 for a total not-to-exceed amount of $6,460,130.60 (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Eduardo Garcia to forward to the Contractor.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-233

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTHERN UNDERGROUND INDUSTRIES, INC. FOR COQUINA COVE DRAINAGE IMPROVEMENT PROJECT

This Construction Contract (the "Agreement") is entered into by and between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "City," and Southern Underground Industries, Inc., a corporation authorized to do business in the State of Florida, with a business address of 794 S. Military Trail, Deerfield Beach, FL 33442, hereinafter referred to as the "Contractor," (each a "Party" and collectively the "Parties").

WHEREAS, the City's Utilities Department is undertaking infrastructure improvements to enhance utility services and mitigate flooding; and

WHEREAS, the City's Utilities Department developed specifications to seek qualified contractors for utility and drainage improvements, including a new outfall and lift station rehabilitation, funded in part by the FDEP Resilient Florida Grant Program; and

WHEREAS, on July 1, 2025, the Purchasing Division issued an Invitation to Bid (the "ITB") No. 25-071B for the Coquina Cove Drainage Improvement Project – Grant Funded (the "Project"); and

WHEREAS, Contractor responded to the ITB by submitting its Bid dated July 31, 2025 (the "Bid"); and

WHEREAS, the City has selected the Contractor to perform construction services related to the Project; and,

WHEREAS, at its meeting of September 2, 2025, by Resolution No. _____, the City Commission approved this award to the Contractor and authorized the proper City officials to execute this Agreement.

NOW, THEREFORE, City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

The Contractor shall furnish all construction services necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents (as defined in Article 10 below), and includes all labor, equipment, machinery, tools, materials, manufactured articles, supplies, documents, permits, traffic control, transportation, security, and other services and incidentals, including fuel, power, light, water, sanitary facilities, temporary facilities, and essential communications, and the costs of bonds, insurance, permitting, taxes warranties, general conditions, overhead and miscellaneous costs or expenses, necessary to construct the Project as described in the ITB and shown in the Contract Drawings and described in the technical specifications for the Project, and to fulfill Contractor's obligations under this Agreement as described in the Scope of Work detailed in the ITB (collectively the "Project" or the "Work").

Article 2. CONSULTANT.

Shall mean AECOM Technical Services, Inc., who has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to the Consultant in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME, TERMINATION, LIQUIDATED DAMAGES.

3.1 **Contract Time**. Time is of the essence for this Agreement. The Contractor shall proceed with the Work and conform to the Project Schedule attached as **Exhibit A**. Work shall commence on the date Notice to Proceed is issued by the City and be fully completed in accordance with the General Conditions, with such extensions of time as are provided in the General Conditions (the "Contract Time"). The Work will be substantially completed within Three Hundred Forty-Four (344) calendar days from the issuance of Notice to Proceed when the Contract Time commences to run as provided in **Paragraph 2.3** of the General Conditions and completed and ready for final inspection and payment in accordance with **Paragraph 14.9** of the General Conditions within Thirty (30) calendar days from the date of Substantial Completion (the "Contract Time").

3.2 **Termination for Convenience**. This Agreement may be terminated in whole or in part by City for convenience, without cause, upon providing seven (7) business days' written notice to Contractor for such termination in accordance with **Paragraph 15.3** of the General Conditions. Upon such termination, the Contract Price earned to the date of termination shall be paid to the Contractor, but the Contractor waives any claim for damages, including loss of profits, arising out of or related to the early termination. Contractor may not recover overhead or profit for Work not performed. Those Agreement provisions that, by their nature, survive final payment shall remain in full force and effect.

3.3 **Termination for Cause**. In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained or as set forth in **Paragraph 15.2** of the General Conditions, if such neglect or failure shall continue for thirty (30) days after receipt by Contractor of written notice of such neglect or failure. If Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify City against loss pertaining to this termination.

If the City terminates this Agreement for cause, the Contractor shall not be relieved from any of its obligations under the Contract Documents and shall not be entitled to receive any further payment until the City's costs to complete the Work are determined. In no event shall the Contractor receive any payment for Work finished by the City.

The City shall determine its costs incurred in completing the Work, including fees and charges to contractors, fees of engineers/architects, attorney and other professional fees, court costs, and other damages incurred by the City. The City shall not be required to obtain the lowest price for the Work to be performed, but the costs paid by the City must be reasonable. If the Contract Price exceeds the City's costs to finish the Work, the City shall retain the excess. If the City's costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of this Agreement and final payment.

If the Contractor's Surety is directed or agrees to complete the Work, all payments due after termination shall be made to the Surety until the Work is complete and/or the Contract price has been expended. The Surety shall then be responsible for all of the obligations and duties of the Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Agreement, and the Bond to fulfill all obligations of the Contract Documents for the Contract Price in effect as of termination. The Surety may not assign those obligations without the City's written consent. The Surety shall be responsible for paying all costs relating to the Contractor's termination. Contractor and its Surety shall be jointly and severally liable for all costs over the Contract Price for completion of the Work and Liquidated Damages.

If, upon termination for cause, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be as if the notice of termination had been issued for the City's convenience.

3.4 **Contractor Obligations Upon Termination**. Upon receipt of written notice from City of termination, Contractor shall: (i) cease operations as directed by City in the notice; (ii) take actions necessary, or that City may direct for the protection and preservation of the Work; (iii) except for Work directed to be performed before the effective date of termination stated in the notice, and if directed by City, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (iv) turn over all marked up Construction Drawings and record set documents showing progress to date. The City may assume and become liable at its sole discretion for obligations, commitments, and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said project. City shall reimburse Contractor for any unpaid and earned project cost as of the termination date, less damages or setoffs applicable under the Contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights, as the City may require for fully vesting in it the rights and benefits of the Contractor under such obligations or commitments.

3.5 **Liquidated Damages**. The City and Contractor recognize and acknowledge that time is of the essence for the Contractor's performance of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with **Article 12** of the General Conditions.

The Contractor shall pay the City One Thousand Eight Hundred Dollars and Zero Cents ($1,800.00) per calendar day for each day or part of a day after scheduled substantial completion, as specified in Paragraph 3.1 that Substantial Completion is not achieved until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City, Contractor shall pay City Four Hundred Fifty Dollars and Zero Cents ($450.00) per calendar day for each day or part of a day that final completion is not achieved after the time specified in Paragraph **3.1** for final completion and readiness for final payment.

(the "Liquidated Damages").

The Contractor further acknowledges that the City is entitled to deduct any Liquidated Damages to which the City is entitled from the final payment to the Contractor. If the amount of Liquidated Damages due to the City exceeds the final payment amount, the Contractor shall pay the difference to the City. This obligation for payment shall survive the expiration or termination of this Agreement and final payment. The City does not waive any rights or other remedies under this Agreement by collecting Liquidated Damages. Liquidated Damages will continue to be charged in the event of the Contractor's default and continuation of the Work by City or Surety.

The Parties agree that the amounts established in this section are not penalties but are Liquidated Damages to the City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated Damages are hereby fixed and agreed upon between the Parties based on (1) mutual recognition of the impossibility of precisely ascertaining the amount of damages that the City will sustain as a consequence of the Contractor's failure to obtain Substantial Completion, Final Completion, or both timely; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These Liquidated Damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both is given. Liquidated Damages do not address costs incurred by the City or Consultant in having the Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. The Contractor is separately responsible to the City for the actual costs referenced above, pursuant to Article 13.

Article 4. CONTRACT PRICE.

The City agrees to pay the Contractor for the completion of all Work and the Project, and the Contractor will accept, as full compensation for the completion of the Work, a total sum as follows:

Based on the Contract Price(s) shown in the Bid Form submitted to the City as may have been subsequently negotiated and as stated herein, a copy of such Bid Form attached hereto as **Exhibit B**, the aggregate amount of this Agreement (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed: Five Million Eight Hundred Seventy-Two Thousand Eight Hundred Forty-Six Dollars and Zero Cents ($5,872,846.00) (the "Contract Price"), subject only to adjustment as provided in the General Conditions.

Contingency Funds. All contingency sums are the City's contingency and remain the City's property until the expense is approved. The Contract Price shall not include any contingency amounts. If this Agreement or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the City's funds. The City may approve the use of contingency funds only to defray expenses due to unforeseen conditions, extra work, and circumstances relating to construction, unless otherwise agreed. Such contingency funds are not for use by the Contractor to cover shortfalls in the Contractor's bid amount, nor for use by the City to increase the scope of work.

Contractor shall obtain prior written approval from the City before the expenditure of contingency funds, and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances before the release of such funds by the City. All uncommitted contingency funds remain the funds of the City.

Contingency. City and Contractor agree that the Project budget shall include City's contingency, which shall be utilized as outlined above. The Contingency shall be 10% or $587,284.60 to account for any unforeseen conditions only approved by the City Manager.

Article 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with **Article 14** of the General Conditions. The City will process Applications for Payment as provided in the General Conditions.

5.1 **Progress Payments**.

A. The Contractor may submit an Application for Payment as recommended by the Consultant for Work completed at intervals of no more than once a month. All progress payments will be based on the progress of Work measured by the schedule of values established in **Paragraph 2.9.1** of the General Conditions and, in the case of Unit Price Work, based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements. The Schedule of Values must be reviewed and approved by the City before the first Application for Payment is submitted

B. Before Substantial Completion, progress payments will be made in an amount equal to 95% of the Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as the Consultant shall determine, or the City may withhold, in accordance with **Paragraph 14.5** of the General Conditions.

C. Contractor shall submit with each Application for Payment, an updated progress schedule acceptable to the City and a Warranty of Title/Release of Liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the City for approval. The City shall pay the Contractor within thirty (30) calendar days after approval by the City of the Contractor's Application for Payment and submission of an acceptable updated progress schedule.

5.2 **Withheld Payments**. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss if:

a. Defective Work or material is not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
c. The Contractor fails to properly pay subcontractors for materials or labor or vendors and manufacturers for equipment, supplies, and materials.
d. Damage to the City or another Contractor that remains unresolved.
e. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.
f. Reasonable evidence that the Work cannot be completed within the schedule.
g. Repeated failures to carry out the Work in accordance with the Contract Documents.
h. The Contractor is in default of any condition of this Agreement.
i. The Contractor fails to submit information required by this Agreement.
j. Lapse of Contractor's insurance coverage.

k. Claims filed or reasonable evidence indicating public filing of claims by the City or third parties against the Contractor.
l. The City has the right to claim Liquidated Damages or costs incurred by the City for extended construction administration.
m. Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved, or the Contractor provides a Performance Bond, Surety Bond, or consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

5.3 **Retainage**. All retainage shall be withheld in accordance with Florida law, including but not limited to Sections 255.077 and 255.078, Fla. Stat. The City shall withhold retainage of five percent (5%) of all monies earned by the Contractor from each progress payment paid to the Contractor until Final Completion of the Work (defined as that point at which the Contractor has performed one hundred percent (100%) of the Work) has been reached and acceptance by City.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City and the Contractor will inspect the Work and develop a punch list covering those items required to render complete, satisfactory, and acceptable Work. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City and Contractor cannot agree on an item or value, the City has final discretion on whether to include an item and the amount for valuation of the cost to complete each item on the punch list.

Within twenty (20) business days after the creation of the final punch list, the City shall pay the Contractor the remaining contract balance, including any retainage, less one hundred fifty percent (150%) of the amount listed in the final punch as the cost to complete the punch list items. Upon final acceptance for an item or all items, the 150 percent withheld for each item will be released with the final payment. For projects valued at $10 million or more, the 30 calendar days may be extended to 45 calendar days.

If the City has grounds under Florida law to continue to retain all or a portion of the requested retainage, the City may continue to hold all retainage. If the Work is not on schedule when the request for payment of retainage is submitted, the City may continue to hold all retainage and charge the Contractor all applicable Liquidated Damages authorized by Article 3 above.

5.4 **Final Payment**. Upon completion of all requirements for substantial completion and final completion and acceptance of the Work in accordance with **Paragraph 14.10** of the General Conditions, the City shall pay the remainder of the Contract Price and release any retainage, as recommended by the Consultant as provided in **Paragraph 14.10**. The Contractor acknowledges that final payment shall not be made until the City receives a consent of Surety. Additionally, before final payment, the Contractor shall submit a final waiver and release of lien, as well as final releases from all suppliers and subcontractors who worked on the Project. The making and acceptance of the final payment shall constitute a waiver and release of all claims by the Contractor, except those previously made in writing and still unsettled. If the Contractor fails to submit all documents required for final payment within one (1) year after final completion, any amounts owed as final

payment shall be forfeited. The City shall provide written notice to the Contractor at least sixty (60) days before forfeiture. Forfeiture will not apply to documents that are the subject of existing claims or pending legal proceedings.

5.5 **Local Government Prompt Payment Act**. All payments shall be governed by the Local Government Prompt Payment Act, as outlined in Part VII, Chapter 218, Fla. Stat.

5.6 **Payment Where Public Construction Bond Required**. If this Agreement requires the Contractor to provide a Public Construction Bond of Performance and Payment Bonds, no payment shall be made by the City to the Contractor until the Contractor has provided the City with a certified copy of the Bond(s) evidencing that said Bond(s) have been recorded with the Clerk of the Courts in the Public Records of Palm Beach County, in accordance with Section 255.05, Fla. Stat.

Article 6. BONDS.

The Contractor shall provide bonds in accordance with **Article 5** of the General Conditions.

6.1 **Performance Bond**. In accordance with the provisions of Section 255.05, Fla. Stat., and as required by the Contract Documents, the Contractor shall provide, on forms furnished by the City, a Public Construction Bond in an amount not less than the total Contract Price by a Surety Company acceptable to City. The Bond shall guarantee the Contractor's performance and payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying the Contractor with labor, materials, or supplies used directly or indirectly in the Work provided for in this Agreement. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety.

Moreover, the Contractor agrees that the following language shall be expressly included within the language of its Bond:

"The Surety expressly agrees to be bound by all terms and conditions related to Liquidated Damages, delay and time, or impact-related damages. The Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages resulting from latent defects or deficiencies in the Work performed under this Agreement. The Surety waives all rights against the City and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against the City for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by City as fiduciary."

6.2 **Performance Bond and Payment Bond**. Alternatively, the City may accept a Performance Bond and a Payment Bond, each in the amount not less than the total Contract Price, by a Surety acceptable to the City, on a form furnished by, or acceptable to, the City, instead of the Public Construction Bond.

6.3 **Recording of Bond**. Within ten days after receipt of the fully executed contract, the Contractor shall record its Bond(s) in the public records of Palm Beach County and provide a certified copy of the recorded Bond to the City in accordance with Section 255.05, Fla. Stat.

6.4 **Surety**. To be acceptable to the City, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code when the Contractor submits its Bid.

(5) The Surety Company shall have at least the ratings of A-/Class V.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders.

Article 7. CONTRACTOR GUARANTEE.

For one (1) year after the date of Final Completion of the complete Work (and not from final completion of component parts of the Work) or for such longer periods as may be set forth with respect to specific warranties contained in the specifications (the "Warranty Period"), Contractor warrants to City that the Work will conform to the requirements of the Contract Documents and will be free from defects and fit for the purpose for which they were intended. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or under the Contractor, improper or insufficient maintenance by the City, improper operation by the City, or normal wear and tear and regular usage. Warranty by Contractor shall not be construed as a waiver by City of any other contract or legal remedy.

Article 8. CHANGE ORDER.

Except as otherwise provided in the General Conditions, this Agreement shall only be modified by a written Change Order executed by the Contractor and City. Commencing Work without a written Change Order or Change Directive executed by the City before the commencement of Work waives any claim by the Contractor to an adjustment to the Contract Price and the Contract Time related to such Work. It is expressly and specifically agreed that any and all claims for changes to the Contract Time due to delay shall be waived if not submitted in strict accordance with the requirements of the General Conditions. The Contractor waives all of its rights, including, but not limited to, claims for Contract Time and Contract Price adjustments if the Contractor fails to strictly comply with the requirements of the General Conditions.

Article 9. CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and

quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by the City, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor deems its inspection of the site and review of information furnished by the City to be an adequate investigation. The Contractor represents that the plans and specifications are consistent, practical, feasible, and constructible within the scheduled construction time. The Contractor affirmatively covenants that the Contractor has observed no defects or discrepancies in the plans, specifications, or site and that if, during construction, any discrepancies, defects, etc., are discovered by or made known to the Contractor, the Contractor shall immediately communicate the same to the City.

Article 10. CONTRACT DOCUMENTS.

The term "Contract Documents" shall include all the terms and conditions and Project requirements contained in this Agreement, the Invitation to Bid, and the following documents, all of which, taken together, are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between the Contractor and City and supersedes all prior verbal and written agreements, understandings, negotiations, and discussions between the Parties. The terms and conditions of any Invitation to Bid issued regarding the Project and Work is incorporated herein and made a part of this Agreement. No verbal agreement or conversation with any City officer, agent, or employee before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising this Agreement. For convenience, not all of the Contract Documents may be attached to this Agreement, but they make up the Contract Documents, regardless of whether they are attached.

10.1 Contract
10.2 Insurance Advisory
10.3 General Conditions of Construction
10.4 Invitation to Bid
10.5 Instructions to Proposers / Bidders
10.6 Contractor's Bid (including the Bid, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, affidavits, and other documentation)
10.7 Special Terms and Conditions
10.8 City Construction Standards and Details (available online at: PW Engineering: https://www.boynton-beach.org/760/Engineering-Standards-Manual and Utilities Engineering: https://www.boynton-beach.org/691/Utilities-Engineering-Division)
10.9 Attachment "A" – Technical Specifications / Special Conditions
10.10 Contractor's Bid Bond, Performance, and Payment Bond

The Contract Documents are complementary, and wherever possible, the provisions of the documents shall be construed to avoid conflicts between the provisions of the various documents. In the event of a conflict, the more specific or more recent document shall control, generally in the order provided above.

Article 11. NOTICE.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

If sent to the Contractor, it shall be mailed to:

Southern Underground Industries
794 S Military Trail,
Deerfield Beach, FL, 33442

Article 12. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the City, its commissioners, officers, employees and agents ("Indemnified Parties"), from and against any and all claims, obligations, liability, expenses, losses, and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, employees or agents of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of the Indemnified Parties or other contractors of City; (iii) arising out of the violation of federal, state, county, or municipal laws, ordinances, or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of the Contractor's indemnification shall be limited to one and one-half (1 1/2) times the Contract Price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. This paragraph shall not be construed to require the Contractor to indemnify the Indemnified Parties for such Indemnified Parties' own negligence or intentional acts. Nothing in this paragraph shall be construed as a contractual waiver by the City of the protections and limits of sovereign immunity under Section 768.28, Fla. Stat., nor a waiver of any defense the City may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Agreement. Contractor and City agree that any liability of the City under this Agreement shall be limited to the amounts set forth in Section 728.68, Fla. Stat. This paragraph shall survive the expiration or termination of this Agreement.

Article 13. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Agreement be delayed beyond the specified or adjusted time limit, separate and apart from the Liquidated Damages stated in Section 3.5, the Contractor shall also reimburse the City for all expenses of consulting and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the City will be charged to the Contractor and deducted from payments due to the Contractor as provided by this Agreement. Said expenses shall be further defined as Consultant charges associated with the construction contract administration, including resident project representative costs. City may, but is not obligated to, deduct such costs from the monies due the Contractor for performance of Work under this Agreement using unilateral credit Change Orders issued by City as costs are incurred by the Consultant and agreed to by City.

Article 14. FLORIDA'S PUBLIC RECORDS LAW.

The City is a public agency subject to Chapter 119, Fla. Stat. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City to perform the service;
b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and,
d. Upon completion of the Contract, the Contractor shall transfer to the City all public records in the Contractor's possession at no cost to the City. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.
e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435 561-742-606
CityClerk@bbfl.US

Article 15. E-VERIFY.

The Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees.

Failure to comply with Section 448.095, Fla. Stat., shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for the Contractor's violation of the statute, the Contractor may not be awarded a public contract for one (1) year after the termination date.

Article 16. REPRESENTATIONS OF CONTRACTOR.

16.1 **Authority**. The Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Contractor has with any third party or violates applicable law. The Contractor further represents and warrants that execution of this Agreement is within the Contractor's legal powers, and each individual executing this Agreement on behalf of the Contractor is duly authorized by all necessary and appropriate action to do so on behalf of the Contractor and does so with full legal authority. The Contractor, by execution of this Agreement, binds itself, its partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Agreement.

16.2 **Duly Licensed**. The Contractor represents that it is duly licensed to perform the services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

16.3 **Compliance with Laws**. The Contractor shall comply with all applicable City, State, and Federal laws relating to the scope of work under this Agreement, now or hereafter in effect. It shall not be grounds for a change order that the Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

16.4 **Lobbying Certification**. The Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

16.5 **Non-Collusion**. In accordance with Section 838.22, Fla. Stat., the Contractor certifies that it has not entered into any agreement to commit a fraudulent, deceitful, unlawful, or wrongful act or any act which may result in an unfair advantage over other bidders or contractors.

16.6 **Non-Discrimination**. In performing under this Agreement, the Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation. Contractor or its subcontractor shall not unlawfully discriminate (as proscribed by federal, state, county, city, and any other local law) against any employee, city employee working with Contractor or its subcontractor, or applicant for employment with such Contractor or subcontractor based on that person's race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, or association with members of such protected classes. The Contractor and its subcontractor(s) shall take action to ensure that applicants are not discriminated against and that employees are treated equally during employment.

16.7 **Entities of Foreign Concern**. The provisions of this section apply only if the Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. The Contractor represents and certifies: (i) the Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in the Contractor; and (iii) the Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, the Contractor and any subcontractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Fla. Stat. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of payment. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Fla. Stat.

16.8 **Anti-Human Trafficking**. On or before the Effective Date, the Contractor shall provide the City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Fla. Stat.

16.9 **Public Entity Crime Act**. The Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Fla. Stat., and represents that its entry into this Agreement will not violate that Act. The Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Fla. Stat., and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

16.10 **Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern**. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Fla. Stat., and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Fla. Stat. Contractor represents and certifies that it is not, and for the duration of this Agreement will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Fla. Stat. Contractor represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Fla. Stat.

16.11 **Federal Labor / Employment Laws**. In accordance with Section 255.20, Fla. Stat., the Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

16.12 **Unauthorized Aliens**. The knowing employment by the Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement, which results in unilateral termination. The Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

16.13 **Safety and Environmental Laws**. In performing the Work, the Contractor shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws, and any other applicable rules, regulations, and permits. The Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel throughout the term of this Agreement. Upon request, the Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

16.14 **Contingency Fee**. The Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Fla. Stat., the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a), Fla. Stat., is deemed included and fully incorporated herein.

16.15 **Truth-In-Negotiation Representation**. The Contractor's compensation under this Agreement is based upon its representations to the City. The Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate the Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date the Contractor executes this Agreement. In its sole discretion, the Contractor's compensation may be reduced by the City to correct any inaccurate, incomplete, or noncurrent information provided to the City as the basis for the Contractor's compensation in this Agreement.

Article 17. LIENS.

The Contractor acknowledges that no liens may attach to the subject improvements and property as a public project. Nevertheless, the Contractor agrees to keep the project, the buildings thereon, and the property free of liens for or on account of any work done or materials furnished under this Agreement. In the event any such lien is filed, Contractor shall, within five (5) days after written notice by City, discharge the lien(s) or cause a satisfaction of such lien(s) to be recorded in the Public Records of Palm Beach County, Florida, or post a bond sufficient to release the lien(s) and cause the Clerk of the Circuit Court of Palm Beach County to discharge such lien, as may be appropriate. In the event Contractor fails to discharge or bond the lien(s), City shall have the right, but not the obligation, to discharge or bond the lien(s) and shall have the right to retain out of any payment then due or thereafter to become due to the Contractor, monies sufficient to discharge the amount of such lien(s) and City's costs and reasonable attorneys' fees incurred.

Article 18. IRON AND STEEL PRODUCTS.

If this Agreement is for a "public works project" as defined in Section 255.0993, Fla. Stat., then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the City in accordance with Section 255.0993, Fla. Stat.

Article 19. INSURANCE.

During the performance of the Work under this Agreement, the Contractor shall maintain the insurance policies required by the Insurance Advisory in the Contract Documents and the General Conditions and provide originals or certified copies of all policies to the City's Risk Manager. All policies shall be written by an insurance company authorized to do business in Florida. The Contractor shall be required to obtain all applicable insurance coverage before commencing any Work under this Agreement.

Article 20. DEFAULT OF CONTRACT & REMEDIES.

20.1 **Correction of Work**. If in the judgment of the City, Work provided by the Contractor does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the Work to bring the Work into conformance without additional cost to City, and/or replace any personnel who fail to perform per the requirements of this Agreement. City shall be the sole judge of non-conformance and the quality of workmanship.

20.2 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Contractor:

20.2.1 The abandonment of the project by the Contractor for more than seven (7) calendar days.

20.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement, or neglect or refusal to comply with the instructions of the City's designee.

20.2.3 The failure by Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Contractor, where such failure shall continue for seven (7) calendar days after written notice thereof by City to Contractor; provided, however, that if the nature of Contractor's default is such that more than seven (7) calendar days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

20.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by Contractor or any other party in a manner not expressly permitted hereunder.

20.2.5 The making by the Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

20.3 **Remedies in Default**. In case of default by the Contractor, the City shall notify the Contractor, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct the Contractor to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect, or default is not cured within thirty (30) days of when the City sent notice, the City may declare a default of the Agreement and notify the Contractor of such declaration of default and terminate the Agreement for cause in accordance with Section 3.3 of the Agreement. The Surety on the Performance Bond shall, within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of the Contractor and proceed to perform services under the Agreement, at its own cost and expense. City shall have all other rights available at law, in equity, or as otherwise described in the General Conditions.

Article 21. SOVEREIGN IMMUNITY.

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or Section 768.28, Fla. Stat.

Article 22. FORCE MAJEURE.

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

Article 23. MATERIALITY AND WAIVER OF BREACH.

Each requirement, duty, and obligation outlined in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation outlined in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

Article 24. INDEPENDENT CONTRACTOR.

The Contractor and the City agree that the Contractor is an independent contractor concerning the Work provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither Contractor nor

any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security, or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor. The Contractor shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

Article 25. OWNERSHIP AND USE OF DOCUMENTS.

Any and all Construction Drawings produced for the City become the property of the City without additional payment by the City. The Contract Documents, in whole or in part, are to be used by the Contractor only for the Project and the Work and shall not be used by the Contractor for any other purpose without written authorization by the City. This prohibition shall survive the completion or termination of this Agreement. The Contractor may retain copies of Contract Documents for record purposes.

For security reasons, building plans, construction drawings, security features, technical details, and specifications of City-owned facilities are not public documents. The Contractor may share these documents with employees and subcontractors as needed to perform the Work; however, the Contractor and its subcontractors shall not release such plans, drawings, and specifications to any other third party without the City's prior written approval.

Upon expiration or termination of this Agreement, any and all Construction Drawings and documents shall become the property of the City and shall be delivered by the Contractor to the City within seven (7) days after expiration or termination. Any compensation due to the Contractor may be withheld until all documents are received as provided in this Agreement.

Article 26. ATTORNEY'S FEES.

If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees, expenses, and court costs through trial and appeal.

Article 27. ANTITRUST VIOLATOR VENDORS.

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

Article 28. NOTIFICATION.

The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator

vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

Article 29. WAIVER OF CHAPTER 558, FLORIDA STATUTES.

Pursuant to Section 558.005(1), Fla. Stat., the Contractor and City agree to opt out of the requirements of Chapter 558, Fla. Stat.

Article 30. SURVIVAL.

The Contract Documents and the Contractor's obligation to perform corrective Work survive the final completion of the Work and final payment.

Article 31. TERMINATION FOR NON-APPROPRIATION.

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein, as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year before costs are incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. If funds to finance this Agreement become unavailable, the City may terminate this Agreement without penalty on the last day of the fiscal period for which funds were legally available. The City shall be the sole and final authority regarding the availability of funds.

Article 32. THIRD-PARTY BENEFICIARIES.

Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Article 33. GOVERNING LAW; JURISDICTION; VENUE; LITIGATION.

33.1 The Contract Documents shall be construed and interpreted, and the rights of the Parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions.

33.2 The Contractor and City submit to the jurisdiction of Florida courts and federal courts located in Florida. The Parties agree that the proper venue for any suit concerning this Agreement shall lie exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. The Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

33.3 WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY. NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE “PARTIES”) SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THE CONTRACT DOCUMENTS, OR ANY

COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PARAGRAPH'S PROVISIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Article 34. CONTROLLING PROVISIONS.

Except as otherwise explicitly provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the ITB and/or Bid, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the ITB; and (3) the Bid. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

Article 35. REGULATORY CAPACITY.

Notwithstanding the fact that the City is a municipal corporation with certain regulatory authority, the City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred under the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

Article 36. PRIOR AGREEMENTS, AMENDMENTS, ENTIRE AGREEMENT.

This Agreement, including the ITB, the Bid, and the Exhibits incorporated into it in their entirety, embodies the entire agreement and understanding of the Parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment duly executed by the authorized representatives of the City and Contractor.

Article 37. SEVERABILITY.

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Article 38. ASSIGNMENT.

The Contractor shall not assign this Agreement in whole or in part without the written consent of

the City, which may be withheld, conditioned, or delayed at the City's sole discretion. The Contractor shall not assign any monies due or to become due to it hereunder without the previous written consent of the City and Contractor's Surety, with the Contractor acknowledging that until the final payment request is approved, the amount of monies due or to become due to Contractor or that may be due from Contractor to City has not been fixed or finally determined. Assigning this Agreement shall not relieve the Contractor or its Surety from any contract obligations.

Article 39. NO WAIVER.

The City's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Agreement. The failure to assert a breach of a provision of this Agreement shall not be deemed a waiver of such breach or any subsequent breach, nor shall it be construed to be a modification of the terms of this Agreement.

Article 40. COUNTERPARTS AND MULTIPLE ORIGINALS.

This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Article 41. EFFECTIVE DATE.

This Agreement shall become effective on the date it is executed by the last Party to sign the Agreement (the "Effective Date"). The Effective Date shall be the date of the last signature below."

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Date

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

SOUTHERN UNDERGROUND INDUSTRIES, INC.

(Signature), Southern Underground Industries, Inc.

Belseri Comerford
Print Name of Authorized Official

President
Title

8/13/25
Date

(Corporate Seal)

Southern Underground Industries, Inc. State of Florida Official SEAL 2008

Attest/Authenticated:

(Signature), Witness

Anthony Marini
Print Name

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Belseri Comerford, as President of Southern Underground Industries, a President, on behalf of the company. They are personally known to me or have produced _____ as identification.

Notary Public State of Florida
Anthony Robert Marini
My Commission HH 66184
Expires 4/22/2029

NOTARY PUBLIC

Anthony Marini
(Name of Notary Typed, Printed, or Stamped)

HH 66184
Commission No.

EXHIBIT A
PROJECT SCHEDULE

The Work will be substantially completed within Three Hundred Forty-Four (344) calendar days from the issuance of Notice to Proceed when the Contract Time commences to run as provided in **Paragraph 2.3** of the General Conditions and completed and ready for final inspection and payment in accordance with **Paragraph 14.9** of the General Conditions within Thirty (30) calendar days from the date of Substantial Completion.

EXHIBIT B
CONTRACT PRICE BID FORM

25-071B - Coquina Cove Drainage Improvement Project - Grant Funded

Opening Date: July 1, 2025 2:00 PM

Closing Date: July 31, 2025 2:30 PM

Vendor Details

Company Name:	Southern Underground Industrie,Inc.
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	794 S. Military Trail Deerfield Beach , Florida 33442
Contact:	Frank D'Alessandro
Email:	frankd@southernundergroundindustries.com
Phone:	954-590-0322
Fax:	954-590-0322
HST#:	262521235

Submission Details

Created On:	Wednesday July 30, 2025 09:04:51
Submitted On:	Thursday July 31, 2025 13:28:50
Submitted By:	Frank D'Alessandro
Email:	frankd@southernundergroundindustries.com
Transaction #:	27759acd-b845-4f75-ace3-d9d0caa17c36
Submitter's IP Address:	147.243.243.150

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Indemnification

Make sure your Bid is submitted PRIOR to the deadline. Late Bids will not be accepted.

Bidder shall be responsible for inspecting, examining, and verifying existing conditions.

Bidder is responsible for familiarizing themselves with the nature and extent of the contract documents, the work, the locality, and with all local conditions and regulatory requirements that may, in any manner affect costs, progress, or performance of work.
Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
This bid will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.

Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

Bidder will complete the Work for the prices shown in the "Bid Form".

Bidder agrees that the Work will be substantially performed and completed in accordance with the schedules established herein.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
5	1.11 F	Indemnification	1	Lump Sum	$25.0000	$ 25.00
					Subtotal:	$ 25.00

Bid Schedule Form

Please Note: For each bid item, the Bidder agrees to furnish all labor, materials, tools, and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per group of items, whichever appears to be in the best interest of the City. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price *	Total

1	1.11 B	Mobilization/Demobilization, Bonds, Insurance, and General Requirements, including utility locates and coordination. Contractors shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$288,658.0000	$ 288,658.00
2	1.11 C	Contractor to develop and implement, Maintenance of Traffic (MOT) plan.	1	LS	$83,345.0000	$ 83,345.00
3	1.11 D	As-Built Record Drawings	1	LS	$20,328.0000	$ 20,328.00
4	1.11 E	Professional Pre- and Post- Post-Construction Photographs / Video of Construction Site	1	LS	$13,552.0000	$ 13,552.00
6	1.11 G	Clearing and Grubbing	3	AC	$22,000.0000	$ 66,000.00
7	1.11 H	Demolition	1	LS	$153,076.0000	$ 153,076.00
8	1.11 I	Stormwater Gutter Inlets Type S	26	EA	$10,886.0000	$ 283,036.00
9	1.11 J	Stormwater Curb Inlet Type 5	6	EA	$11,909.0000	$ 71,454.00
10	1.11 K	Stormwater Manholes Type P-7	16	EA	$9,501.0000	$ 152,016.00
11	1.11 L	Furnish & install of 18” RCP Stormwater Pipe	3184	LF	$181.0000	$ 576,304.00
12	1.11 M	Furnish and Install 12”x18” Horizontal Elliptical RCP Stormwater pipe	26	LF	$206.0000	$ 5,356.00
13	1.11 N	Furnish & Install 24” HDPE Stormwater (Outfall)	133	LF	$327.0000	$ 43,491.00
14	1.11 O	Furnish & Install 12” RCP Stormwater (Outfall)	19	LF	$295.0000	$ 5,605.00
15	1.11 P	Stormwater Inlet Protection	32	EA	$7,043.0000	$ 225,376.00
16	1.11 Q	24” Manatee Grate	1	EA	$30,274.0000	$ 30,274.00
17	1.11 R	Removal of Existing Concrete	349	SY	$35.0000	$ 12,215.00
18	1.11 S	Regular Excavation	715	CY	$45.0000	$ 32,175.00
19	1.11 T	Embankment	148	CY	$92.0000	$ 13,616.00
20	1.11 U	Stabilization Type B (LBR 40)	8803	SY	$21.0000	$ 184,863.00
21	1.11 V	Optional Base, Base group 4	8440	SY	$59.0000	$ 497,960.00
22	1.11 W	Superpave Asphaltic Concrete, Traffic C, PG 76-22	1140	TN	$407.0000	$ 463,980.00
23	1.11 X	Concrete Curb Type D	715	LF	$56.0000	$ 40,040.00
24	1.11 Y	Concrete Curb and Gutter Type F	526	LF	$60.0000	$ 31,560.00
25	1.11 Z	Concrete Curb and Gutter – Drop Curb	5060	LF	$67.0000	$ 339,020.00
26	1.11 AA	Concrete Sidewalk (4” thick)	112	SY	$36.0000	$ 4,032.00
27	1.11 BB	Concrete Sidewalk (6” thick)	59	SY	$124.0000	$ 7,316.00
28	1.11 CC	Detectable Warning	26	SF	$203.0000	$ 5,278.00
29	1.11 DD	Performance Turf, Sod	1088	SY	$22.0000	$ 23,936.00
30	1.11 EE	Driveways (Brick Pavers)	3564	SF	$21.0000	$ 74,844.00
31	1.11 FF	Driveways (Asphalt)	1570	SF	$7.0000	$ 10,990.00
32	1.11 GG	Driveways (Custom Concrete)	855	SF	$23.0000	$ 19,665.00
33	1.11 HH	Driveways (Gravel)	157	SF	$27.0000	$ 4,239.00
34	1.11 II	Single Column Ground sign assembly, Furnish and Install Ground Mount, less than 12 SF	1	EA	$4,744.0000	$ 4,744.00
35	1.11 JJ	Single Column Ground Sign Assembly, Relocate	3	EA	$3,388.0000	$ 10,164.00
36	1.11 KK	Single Column Ground Sign, Remove	1	EA	$2,710.0000	$ 2,710.00
37	1.11 LL	Thermoplastic, standard, white, solid, 12” for crosswalk and roundabout	73	LF	$18.0000	$ 1,314.00
38	1.11 MM	Thermoplastic, Standard, White, Solid, 24” for stop line and crosswalk	32	LF	$14.0000	$ 448.00
39	1.11 NN	Grout Fill Existing 6” WM	1382	LF	$29.0000	$ 40,078.00
40	1.11 OO	Removal and Disposal of 6” & 12” WM	190	LF	$40.0000	$ 7,600.00

41	1.11 PP	Furnish and Install 12” DIP WM and Fittings	114	LF	$329.0000	$ 37,506.00
42	1.11 QQ	Furnish and Install 8” C900 PVC WM and Fittings	1512	LF	$145.0000	$ 219,240.00
43	1.11 RR	Furnish and Install Fire Hydrant Assembly	5	EA	$12,216.0000	$ 61,080.00
44	1.11 SS	Furnish and Install Gate Valves	2	EA	$6,456.0000	$ 12,912.00
45	1.11 TT	Remove and Dispose of Water Service and Meter Assembly	34	EA	$2,603.0000	$ 88,502.00
46	1.11 UU	Furnish and Install Water Service and Meter Assembly	34	EA	$2,134.0000	$ 72,556.00
47	1.11 VV	Remove and Dispose of Sanitary Sewer	2712	LF	$68.0000	$ 184,416.00
48	1.11 WW	Remove and Dispose of Sanitary Laterals & Cleanouts	63	EA	$1,233.0000	$ 77,679.00
49	1.11 XX	Remove and Dispose of Manholes	12	EA	$4,472.0000	$ 53,664.00
50	1.11 YY	Furnish and Install 8” C900 SDR-18 PVC Gravity Sewer Pipe by Open Cut	2551	LF	$195.0000	$ 497,445.00
51	1.11 ZZ	Furnish and Install Gravity Sanitary Sewer Manholes & Cover	13	EA	$10,706.0000	$ 139,178.00
52	1.11 AAA	Furnish and Install Sanitary Laterals and Cleanouts	63	EA	$4,167.0000	$ 262,521.00
53	1.11 BBB	Lift Station Rehabilitation	1	LS	$244,551.0000	$ 244,551.00
54	1.11 CCC	Temporary Bypass Pumping	1	LS	$35,913.0000	$ 35,913.00
					Subtotal:	$ 5,837,821.00

Permit Fee Allowance

This Item establishes a fund for reimbursement of the cost of required construction permits, fees, inspections, and/or impact fees, if authorized by the City Engineer.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
55	1.11 DDD	Permit Fee Allowance	1	Dedicated Allowance	$10,000.0000	$ 10,000.00
					Subtotal:	$ 10,000.00

Fence and Landscaping Allowance

This Item establishes a fund for reimbursement of the cost associated with the restoration of fences and landscaping at the proposed outfall location, including materials, labor, and installation, if authorized by the City Engineer. Fence locations and landscaping choices shall be coordinated between the City and adjacent residents. Final approval of all work and associated costs shall rest with the City.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
56	1.11 EEE	Fence and Landscaping Allowance	1	Dedicated Allowance	$25,000.0000	$ 25,000.00
					Subtotal:	$ 25,000.00

Summary Table

Bid Form	Amount
Indemnification	$ 25.00
Bid Schedule Form	$ 5,837,821.00
Permit Fee Allowance	$ 10,000.00
Fence and Landscaping Allowance	$ 25,000.00
Subtotal Contract Amount:	$ 5,872,846.00

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

LINE ITEM NO. 10 - Dropdown option only available for this line item.

Line Item	Description	Response *	Options
1	Company Name	Southern Underground Industries, Inc.	
2	Address	794 S. Military Trail Deerfield Beach, FL 33442	
3	Telephone	954-590-0322	
4	City	Deerfield Beach	
5	State	Florida	
6	Zip Code	33442	
7	Contractor's License Number	CGC1511806	
8	Federal Tax ID Number	26-2521235	
9	Email address for above signer	Bids@southernundergroundindustries.com	
10	Indicate which type of organization from the list in the Options Column	Corporation	Corporation

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	17 Years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	None
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes
6	Has your company ever declared bankruptcy? If Yes, explain.	No

SCRUTINIZED COMPANIES DETERMINATION

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right toterminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

FIRM'S PRIMARY OWNERSHIP

Line Item	Description	Response *
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	Yes
2	Is your firm a construction firm	Yes
3	If you are a construction firm, is the average annual gross revenue for your firm for the past three years greater than $9 million?	Yes
4	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership)	Male
5	Which of the following best describes the ethnicity of your firm's primary owner (at least 51%)	Other
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	None
7	Indicate the agency or agencies that have granted the certification to your firm.	None

PALM BEACH COUNTY INSPECTOR GENERAL

The Bidder if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

Line Item	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

REFERENCES

Minimum Experience Requirement: The Bidder must have a minimum of three (3) years of verifiable experience and must have successfully completed at least three (3) municipal projects of similar size, nature, and scope. The City reserves the right to request documentation or references to confirm compliance with this requirement.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	City of West Palm Beach	401 Clematis Street Fourth Floor West Palm Beach, Fl 33401	Laura Le, P.E.	561-289-8414	Lle@wpb.org
2	City of Fort Lauderdale	100 N Andrews Ave Fort Lauderdale, Fl 33301	Sayd Hussain	954-828-5678	Shussain@fortlauderdale.gov
3	City of Miami Beach Public Works	1700 Convention Center Drive Miami Beach, Fl 33139	Eugene Egemba	305-673-7080	EugeneEgemba@miamibeachfl.gov
4	City of Lauderhill	5581 W Oakland Park Blvd Lauderhill, FL	Herb Johnson	954-730-4207	hjohnson@lauderhill-fl.gov
5	N/A	N/A	N/A	N/A	N/A

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

SUBCONTRACTORS

The Bidder / Proposer shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders / Proposers shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their

“**OWN FORCES**”.

Line Item	Work to be Performed *	% Total Contract *	Contractor License No. *	Subcontractor Name / Address *	Subcontractor Phone/Email *
1	Asphalt	6.5%	CGC1517987	C&R Milling & Paving 1 N. Krome Ave Suite 100 Homestead, Fl 33030	305-686-2022 Elaine@crmilling.com
2	Concrete	6%	CUC1225593	A & M Brothers Concrete Corp. 95 NE 12th Street Homestead, Fl 33036	786-296-5979 a.m.concrete@hotmail.com
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Non Collusive Affidavit & Acknowledgement - Non-Collusion Affidavit and Certification of Proposer.pdf - Thursday July 31, 2025 12:23:50
- Scrutinized Companies and E-Verify Affidavits - Scrutinized and E verify.pdf - Thursday July 31, 2025 12:24:05
- Bid Bond and Bid Bond Acknowledgement - Bid Bond Boynton Beach.pdf - Thursday July 31, 2025 08:12:47
- Foreign Entity Ownership Affidavit - Foreign Entity Law.pdf - Thursday July 31, 2025 12:24:20
- Anti Human Trafficking Affidavit - Human Trafficking.pdf - Thursday July 31, 2025 12:24:48
- Proof of State Certified or County Competency Licenses - Licenses.pdf - Wednesday July 30, 2025 10:32:57
- Florida State Business Registration - Detail by Entity Name.html - Wednesday July 30, 2025 10:31:58
- Certificate of Insurance & IRS Form W-9 - COI & W9.pdf - Wednesday July 30, 2025 10:40:13
- Anti Kickback Affidavit - Anti Kickback.pdf - Thursday July 31, 2025 12:25:05
- Trench Safety Act Affidavit - Trench Safety.pdf - Thursday July 31, 2025 12:25:18
- Additional Document - Additional Info.pdf - Wednesday July 30, 2025 10:40:04

Addenda, Terms and Conditions

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.
Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

3.1 FAMILIARITY AND COMPLIANCE WITH LAWS, LEGAL CONDITIONS CODES AND REGULATIONS:
Before submitting a bid for this ITB, bidders shall familiarize themselves and comply with all federal, state, and local laws, including the hours of labor on municipal work in the State of Florida, the Charter of the City of Boynton, all ordinances, and regulations applicable to the services and project contemplated herein, including those applicable to conflict of interest and collusion.

Bidders must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Bidder shall not be a cause for relief from responsibility.

3.2 CONFLICT OF INTEREST
The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

3.3 DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

3.4 FEDERAL AND STATE TAX:
The City of Boynton Beach is exempt from Federal and state taxes.

3.5 PURCHASE ORDER REQUIRED:
The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

3.6 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:
The Proposer certifies that all material, equipment, etc., contained in this bid submission meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

3.7 PALM BEACH COUNTY INSPECTOR GENERAL:
The Bidder and, if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

3.8 OTHER AGENCIES
Any Agreement(s) resulting from this ITB and from this submitted bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Bidder(s).

3.9 VENUE AND GOVERNING LAW:
Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

3.10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT
3.10.1 The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
3.10.2 During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

3.10.3 The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
3.10.4 Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3.10.5 The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3.10.6 The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
3.10.7 The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

3.11 INDEPENDENT CONTRACTOR RELATIONSHIP:
The Bidder and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

3.12 OMISSION OF DETAILS
Omission of any essential details from the terms or specifications contained herein will not relieve the responding Contractor of supplying such product(s) or service as specified.

3.13 LEGAL EXPENSES:
The City shall not be liable to a Bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

3.14 NO THIRD-PARTY BENEFICIARIES:
No provision of this ITB or agreement/contract to follow with a contractor is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Bidder.

3.15 SCRUTINIZED COMPANIES:
By submission of a bid submission for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

3.16 NON-EXCLUSIVE
As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.
Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

3.17 ENDORSEMENTS
No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form. This includes the City logo on websites or other advertising materials.

3.18 DRUG-FREE WORKPLACE
The Contractor shall implement and maintain a drug-free workplace program of at least the following items:
3.18.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3.18.2 Inform employees about the dangers of drug abuse in the workplace, the Bidder's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.18.3 Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.
3.18.4 In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract,

the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.
3.18.5 Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.
3.18.6 Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

3.19 PROHIBITED TELECOMMUNICATIONS EQUIPMENT
Bidder represents and certifies that Bidder and all Sub-contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

3.20 RIGHTS IN DATA
Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

3.21 DOCUMENTATION OF COSTS
All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

3.22 PUBLIC RECORDS
Sealed documents received by the City in response to an Invitation to Bid are exempt from public records disclosure unless they are subject to Florida Statute 255.0518 until thirty (30) calendar days after the opening of the ITB unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.
Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, the Contractor shall transfer to the City, at no cost to the City, all public records in the Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Contractor to comply with the requirements of this Section and other applicable requirements of state or federal law shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

3.23 SOVEREIGN IMMUNITY
Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City

may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Belseri Comerford, President, Southern Underground Industries, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
25-071B Addendum No. 2 Wed July 23 2025 10:59 PM	☑	187
25-071B Addendum No. 1 Wed July 16 2025 03:37 PM	☑	23

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Broward)

Belseri Comerford, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Southern Underground Industries, Inc (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Jessica Abbott
Typed name:

Brittany Hertz
Typed name:

BIDDER:

Signed:
Name: Belseri Comerford
Title: President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 31 day of July, 2025

Notary Public (Signature)

My Commission Expires: May 30, 2026

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Belseri Comerford, on behalf of Southern Underground Industries, Inc. certify

Print Name and Title — Company Name

that Southern Underground Industries, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Southern Underground Industries, Inc.

COMPANY NAME

SIGNATURE

Belseri Comerford

PRINT NAME

President

TITLE

July 31st, 2025

DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 31 day of July, 2025

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

Notary Public (Signature)

May 30, 2026

My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: City of Boynton Beach Coquina Cove Drainage Improvements

Solicitation No.: 24SRP12

1. Definitions:

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

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

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

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Southern Underground Industries, Inc.
Authorized Signature:	
Print Name:	Belseri Comerford
Title	President
Date:	July 31st, 2025
Phone:	305-720-0297

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of July, ~~2024~~, by Belseri Comerford on behalf of Southern Underground Industries, Inc. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Hector Meneses

(Name of Notary Typed, Printed or Stamped)

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

Title or Rank

HH268926

Serial number, if any

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Southern Underground Industries, Inc.
794 South Military Trail
Deerfield Beach, FL 33442

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
One West Nationwide Boulevard
Columbus, OH 43215-2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

BOND AMOUNT: $ Five Percent of Total Amount Bid (5% of Total Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Coquina Cove Drainage Improvement Project - Grant Funded
ITB No. 25-071B

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of July, 2025

Southern Underground Industries, Inc.
(Principal) *(Seal)*

(Witness) Edward Sweeney

(Title) President, Belsera Construction

Nationwide Mutual Insurance Company
(Surety) *(Seal)*

(Witness) Doreen Shearin, CSR

(Title) David T. Satine, Attorney-in-Fact

Southern Underground Industries, Inc. State of Florida Official SEAL 2008

S-0054/AS 8/10

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID T SATINE; JONATHAN A BURSEVICH; WARREN M ALTER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of July, 2025.

Assistant Secretary

BDJ 1(04-24)00

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 31st, 2025

Signed: _____

Entity: Southern Underground Industries, Inc.

Name: Belseri Comerford

Title: _____

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President for Southern Underground Industries, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Hector Meneses

State of Florida at Large (Seal)

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

My commission expires: May 30, 2026

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: July 31, 2025

Signed: _____

Entity: Southern Underground Industries, Inc.

Name: Belseri Comerford

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President for Southern Underground Industries, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Hector Meneses

State of Florida at Large (Seal)
HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

My commission expires: May 30, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ORTA, ROBYN

SOUTHERN UNDERGROUND INDUSTRIES, INC.
3453 NW 44TH STREET #205
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1511806

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COMERFORD, BELSERI L

SOUTHERN UNDERGROUND INDUSTRIES INC
794 SOUTH MILITARY TRAIL
FLORIDA
DEERFIELD BEACH FL 33442

LICENSE NUMBER: CUC1224635

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

501

- Department of State
- Division of Corporations
- Search Records
- Search by Entity Name

Previous On List Next On List Return to List

southern underground industries
Search

Events **No Name History**

Detail by Entity Name

Florida Profit Corporation

SOUTHERN UNDERGROUND INDUSTRIES, INC.

Filing Information
Document NumberP08000043219 FEI/EIN Number26-2521235 Date Filed04/29/2008 StateFL StatusACTIVE Last EventAMENDMENT Event Date Filed10/28/2019 Event Effective DateNONE
Principal Address
794 South Military Trail
Deerfield Beach, FL 33442

Changed: 03/27/2023
Mailing Address
794 South Military Trail
Deerfield Beach, FL 33442

Changed: 06/19/2023
Registered Agent Name & Address COMERFORD, BELSERI L
6115 NW 77th Way
Tamarac, FL 33321

Name Changed: 06/30/2020

Address Changed: 03/15/2022
Officer/Director Detail **Name & Address**

Title PTD

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

Title Executive Secretary

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

Annual Reports

Report Year	Filed Date
2023	03/27/2023
2024	03/25/2024
2025	04/07/2025

Document Images

04/07/2025 -- ANNUAL REPORT	View image in PDF format
03/25/2024 -- ANNUAL REPORT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
01/22/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
10/28/2019 -- Amendment	View image in PDF format
10/28/2019 -- Off/Dir Resignation	View image in PDF format
10/16/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
01/25/2015 -- ANNUAL REPORT	View image in PDF format
07/16/2014 -- ANNUAL REPORT	View image in PDF format
06/19/2014 -- Amendment	View image in PDF format
09/27/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
11/04/2011 -- REINSTATEMENT	View image in PDF format
05/02/2010 -- ANNUAL REPORT	View image in PDF format
10/20/2009 -- Amendment	View image in PDF format
06/02/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

southern underground industries
Search

Events **No Name History**

Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Southern Underground Industries, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

794 S. Military Trail

Requester's name and address (optional)

6 City, state, and ZIP code

Deerfield Beach, Fl 33442

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	2	5	2	1	2	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date 7/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SOUTUND-02 REYNOLDSMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Mallory Reynolds
PHONE (A/C, No, Ext): (407) 998-4134 FAX (A/C, No):
E-MAIL ADDRESS: mallory.reynolds@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Liberty Insurance Corporation	42404
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D : Employers Insurance Company of Wausau	21458
INSURER E : Westchester Surplus Lines Insurance Company	10172
INSURER F : Federal Insurance Company	20281

INSURED
Southern Underground Industries, Inc.
794 South Military Trail
Deerfield Beach, FL 33442

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	CA00005333301	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	AS6Z91471781024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100366465901	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCCZ91471781014	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Liabilit			G71528406006	6/1/2024	6/1/2025	Aggregate	4,000,000
F	Equipment Floater			45468572	6/1/2024	6/1/2025	Leased/Rented	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Hallandale Beach is additional insured with respects to General Liability, and Auto Liability when required by written contract. Waiver of subrogation applies in favor of the additional insured with respects to General Liability, Auto Liability, and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

STATE OF Florida)
COUNTY OF Broward)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President of Southern Underground Industries, Inc. who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 31 day of July, 2025

Printed Information:

Belseri Comerford
NAME

President
TITLE

Southern Underground Industries, Inc.
COMPANY

NOTARY PUBLIC, State of Florida
at Large

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

"OFFICIAL NOTARY SEAL" STAMP

TRENCH SAFETY ACT
AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Belseri Comerford
Name of Proposer



Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Trench box / Slope	SF	1,667 SF	$15.00 / SF	$25,000.00	Trench box / Slope

Equipment Numbers			
Loaders	**Make**	**Model**	**Vin #**
101	**CAT**	**938M**	**P5K01921**
102	**John Deere**	**344L**	**1LU344LXPZB054512**
103	**John Deere**	**544L**	**1DW544LZJKF699974**
104	**CAT**	**930M**	**F5K01509**
105	John Deere	304L	1LU304KXAZB040632
106	Volvo	L60H	VCEOL60HP0S621694
107	**2024-CAT**	**920**	**CAT00920JSL401908**
Excavators			
201	**CAT**	**325**	**TEL10427**
202	**John Deere**	**345G**	**1FF345GXCKF020422**
203	**Hitachi**	**345**	**HCMMDD560E00010102**
204	John Deere	60G	1FF060GXCJJ289368
205	John Deere	50G	1FF050GXHFH282418
206	**John Deere**	**245G**	**1FF245GXJLF801539**
207	John Deere	60G	1FF060GXKLJ292470
208	**John Deere**	**135G**	**1FF135GXLHF500555**
209	John Deere	135G	1FF135GXHFE401061
210	John Deere	60G	1FF060GXTHJ288703
211	John Deere	35G	1FF035GXVLK290528
212	**CAT**	**315GC**	**FTY00383**
213	John Deere	35G	
214	**John Deere**	**60G**	**1FF060GXCPJ296630**
215	**CAT**	**315 GC**	**CAT00315CFTY30256**
216	**John Deere**	**85 P Tier**	**1FF085PAARJ001373**
Rollers			
301	**BOMAG**	**BW120SL-5**	**101880611005**
302	**BOMAG**	**BW124 DH-5**	**101587261019**
303	**Hamm**	**HD 13ivv**	**WGH0H285JHAA01366**
Broom Tractor			
501	**John Deere**	**5090E**	**1LV5090ECLK402966**
502	**John Deere**	**4066R**	**1LV4066RCLL408331**
503	**John Deere**	**4052R**	**LVCG130007825**
Skid Steer			
901	**John Deere**	**332G**	**1T0332GKVLF370246**
902	**CAT**	**299D3**	**DY904623**
903	**CAT**	**299D3**	**DY907744**
905	**John Deere**	**325G**	**1T0325GKVRJ460295**
Asphalt Paver			
	CAT	**AP255E**	**D8A00480**
Hydraulic Pump			
	MWI	**6" Hydraulic Pump**	**26M653289**
	MWI	**6" Hydraulic Pump**	**219262910**
Milling Machine			
	John Deere(Wirtgen)	**W 120 XFI**	**18101403**

Tractor			
	2021 JD 6130 Row Crop Tractor	**2021 JD 6130 Row Crop Tractor**	**510002615981.00**

SOUTHERN UNDERGROUND INDUSTRIES

Updated on 01/29/2025

TRUCKS

	Tag Number	Year	Color	Make	Model	Driver	Unit	VIN
1	GCAC70	2016	White	Chevrolet	Silverado C2500HD	Franklin Mitchell	9 sold	1GC1CUEG5GF121090
2	P2229C	2017	White	Freightliner	Dump Truck	Yosvany Chiroldes	70	1FVACXDT4HHJH3073
3	NQZJ77	2018	White	Nissan	Rogue	Mike Sweeney		JN1BJ1CP5JW190495
4	PELL78	2019	White	Chevrolet	Silverado	Jerome Beasley	7	1HTKHPVK3KH442797
5	NRBA86	2020	White	Chevrolet	Silverado 2500HD	Southern Dev, Inc	6	1GC4YLEY0LF166420
6	55DSEA	2020	White	Chevrolet	Silverado 2500HD	Jose Morales	4	1GC4YLE70LF182561
7	PYGE25	2020	White	Chevrolet	Silverado 2500	Cameron Johnson	5	1GC4YSEYXLF268098
8	AY62JM	2021	White	Chevrolet	Silverado 5500	Franklin Mitchell	15	1HTKJPVK3MH398257
9	P2526E	2020	White	Mack	Dump Truck	Shaun Mcclendon	703	1M2GR4GC5LM011564
10	P2527E	2020	White	Mack	Dump Truck	Alvaro Estrada	800	1M2GR4GC9LM011566
11	QKBK22	2021	White	Chevrolet	Silverado 3500H	Ervin Smith	14	1GC4WRE70MF132754
12	PELL93	2020	White	GMC	Sierra	Tracy Israel	3	1GTR8AEH3LZ364546
13	RYGU23	2022	White	Chevrolet	Silverado	Giovanni D'Alessandro	2	1GC5WME78NF102586
14	10EION	2021	White	PeterBill	389	Clayton	800	1XPXP4EX0MD740829
15	BN11ZI	2023	White	Chevrolet	Silverado 2500 HD	Javier Plascencia	13	1GC5YLE73PF166235
16	QKBK21	2023	White	Chevrolet	Silverado 2500 HD	Francisco Morales	12	1GB2WLE71PF173049
17	BX82LE	2023	Black	Chevrolet	Silverado	Belsen Comerford	1	1GCPAEE86PZ162731
18	47ELHS	2024	White	Chevrolet	Silverado3500 HD	Carlos Molina	16	1GB5YSEY3RF264546
19	72ELHS	2024	White	Cherrolet	Silverado2500 HD	Yuset Quinones	17	1GB2YLEY5RF290686
20	P0066K	2016	White	Freightliner	M2106MCL 2.5 Water truck			3ALACXCYQGDGZ9113
21	46EVNJ	2025	White	Chevrolet	Tahoe	Benny		1GNS5RRD2SR106587

TRAILERS

19	JIKQ70	1999	White	Cherokee	Enclosed Trailer		1750 lbs	4RMES1217XF998246
20	?	2014		TRAIL KING	KING	LBD		1TKA04823EM072451
21	RQCP92	2014		BEBU			5500 lbs	4MNDP2529E1000838
22	RQCP93	2015	Black	Better Built Trailor	Open Trailer		3000 lbs	4MNDP2028F1001133
23	GLYY18	2016	Black	BEBU	Open Trailer		4800 lbs	4MNDB232XG1001114
24	EUGT08	2017	Black	FVGC	Enclosed Trailer	Francisco Rosales	2008 lbs	5NHUNS621HU115263
25	JNBW31	2018	Grey	LGS Industries Pace	JV6X12TE2	Francisco Morales	1820 lbs	53BPTEA26JU031123
26	JNBW34	2019	Black	PJ Trailers	DM142		5180 lbs	4P5DM1425K3033574
27	43AVHJ	2021	Black	Big T	Enclosed Trailer		2400 lbs	16V1C2520M3016810
28	PKLN34	2021	Black	PJTM Trailer			3180 lbs	4P5CC202XM1345799
29	PKLN35	2021	Black	PJTM Trailer			3180 lbs	4P5CC2028M1345798
30	QFQV30	2021	Black	DIAC Trailer	Enclosed Trailer		1960 lbs	53NBE1221M1081223
31	QYSY70	2022	Black	Big Tex	Open Trailer			16V3F4025N6121652
32	NGYG49	2018	Black	Big Tex	Trailer			16VHX2528J6005485
33	BZ58EE	2021		Big Tex	Trailer		2940lbs	16V1C2525M3090076
34	BZ57EE	2021		Big Tex	Trailer		4146lbs	16V1C2728M2059485
35	57DAQP	2020	Black	Fontaine Trailer	Trailer			57JE52307L3577689
36	PAMY34	2019	Black		NSU126738		1937lbs	5NHUNS222LU126738
37	RRZS52	2022	White	Intech Trailers	Enclosed Trailer	BENNY (Personal)	2835	7H0TT1B23NN011792
38	PVQR52							

WORK IN PROGRESS

PROJECT NAME	OWNER	CONTACT INFORMATION	CONTRACT AMOUNT	DESCRIPTION OF WORK	COMPLETION DATE	JOB SUMMARY	% Complete
Lift Station #3	City of Hallandale Beach 630 NW 2nd St. Hallandale Beach, Fl 33009	Manga Ebbe 954-457-3043 Mebbe@hallandalebeachfl.gov	$2,826,223.60	This project consists of the removal of 3 existing sewer pumps, associated piping, supports, electrial items from the existing lift station, rehabilitation of the existing wet well and new submersible wastewater pumps and valve vault along with assocaiated piping, supports, electrial items generator, reconnecting the new piping to the FM, installing gravity sewer valve and a new influent pipe.	11/16/2025	Lift Station	90%
Washington Park	City of North Miami Beach 17011 N.E. 19th Ave. North Miami Beach, Fl 33162	Carlos Vindel, CMIT 414-534-4224 Carlos.vindel@citynmb.com	$5,454,365.00	Installation of new PS, including installation of precast wet well and valve vault structures, excavation, sheeting & shoring, installation of pumping units, discharge pipin, electrical and instrumentation work, manholes and gravity mains, startup & testing, site restoration and maintenance of traffic. Project also includes Installation of 5,825 LF of 10" DIP FM, including but not limited to all pipe, fittings, valves and appurtencances necessary for this new segment of FM.	11/18/2025	Pump Station, Force Main	80%
Bunche Park	Miami Dade	Tom Raihl 516-563-3373	$3,191,524.00	The projects consists of furnishing all materials, labor and equipment necessary to install approx 5,900 LF of new 8" and 1,500 LF of new 4" WM , including but not limited to, excavation, demolition, abandon existing WM pipes. All interconnections, service connections, and stub-outs on the existing pipelines shall be transferred to the proposed or other existing pipelines. Additionally, fire hydrants shall be installed on the proposed pipelines of adequate size per the Fire Departments requirements.	6/1/2025	Water Main Services Restoration	90%
Eastern Shores	City of North Miami Beach 17011 N.E. 19th Ave. North Miami Beach, Fl 33162	Carlos Vindel, CMIT 414-534-4224 Carlos.vindel@citynmb.com	$12,699,311.00	The Work associated with this project generally consists of the following: Install approx 19,554 LF of 8" DIP , 2,793 LF of 10" DIP and 3,067 LF of 12" DIP. Abandon all 6" and 12" WM in place., cut/cap and fill with grout. Remove existing corporation stops from existing WM, install repair clamp and pressure test existing main. Cnnect to the existing Phase 1 WM along NE 35th Ave. Install Fire Hydrants. Install new water services from main to meter.	6/1/2025	Water Main Road Restoration	95%
Multi - Site	City of North Miami Beach 17050 N.E. 19th Ave. North Miami Beach, Fl 33162	Thomas Raihl 516-563-3373	$6,686,387.00	The project consists of installaiton of approx 5,500 LF of 16" Ductile iron FM through open cut and 350 LF of 20" HDPE SDR-9 FM by horizontal drilling with all appurtenances as shown in the plans including but not limited to tie-ups with other existing FM, restoration of roadways and swales, and all other related work.	10/15/2025	Waste Water Construction Project	65%
	City of Hallandale	Jesus Padron, PM		Funish all labor, equipment and materials to install approx 6,800 LF of new PVC WM. This project will include but not be			

7th & 8th St. Hallandale	City of Hallandale Beach 630 NW 2nd St. Hallandale Beach, Fl 33009	Jesus Padron, PM 954-457-1397 Jpadron@hallandalebeachfl.gov	$4,028,721.70	limited to installation of the new utility, connection to the exisitng City WM system, replacement of water services and water meters, relocation backyard meters, relocation of backyard meters to the front of the properties, private plumbing to reconnect residential services, fire hydrants, isolation and air release valves, utility testing, abandoment of existing WM's, MOT, roadway and site restoration, and all other appuurtenances necessary for a complete utility installation.	4/1/2025	Water Main Road Restoration	95%
Lift Station #12	City of Dania Beach 100 W Dania Bch Blvd Dania Beach, Fl. 33004	Alvaro Cortes 954-924-6808 acortes@daniabeachfl.gov	$3,699,900.00	The project is to include, but not limited to, all demolition , lift station installation, controls, SCADA, electrical, flow meter vault, gravity sewer, sanitary manholes, force main piping and fittings, start - up services, training, site restoration, associated roadway and right-of-way restoration, and all other appurtenances neccessary for a complete and accepted project.	1/19/2026	Pump Station Rehab	10%

SOUTHERN UNDERGROUND INDUSTRIES

Relevant Experience

PROJECT NAME	OWNER	CONTACT INFORMATION	CONTRACT AMOUNT	DESCRIPTION OF WORK	Completion Date	Job Summary
Silverwood Area WW Force Main	City of Boynton Beach 124 E. Woolbright Rd. Boynton Beach, FL, 33435	Jose C. Huertas, P.E. 561-742-6487 huertasj@bbfl.us	$1,817,289.97	The work under this project consists of construction of, but not limited to approximately (1) 1,000 LF of 6" C900 PVC via open cut, (2) 120 LF of 6" DIP via open cut, (3) 275 LF of 8" DIP via open cut, (4) 215 LF of 10" DIP via open cut, (5) 3,600 LF of 8" HDPE via horizontal directional drill, (6) 1,650 LF of 10" HDPE via horizontal directional drill and (7) one 8"x8" stub out at the specified location. Work also includes providing tie-ins at specified locations, tie-in piping and appurtenances, gate valves, air release valves	6/1/2024	Sewer Force Main Installation, Directional Bore, ARV
Hallandale Three Island Reuse Pipeline II	City of Hallandale Beach 630 NW 2nd St, Hallandale Beach, FL, 33009	Manga Ebbe 954-457-3043 mebbe@hallandalebeachfl.gov	$2,193,639.00	The work to be performed under this contract includes site and civil work associated with the construction of approximately 3,910 LF of new pressurized reuse irrigation main, out of which 3,115 LF will be 8" PVC C- 900 and the remaining 795 LF will be 8" DIPS HDPE DR 11 to be installed via Horizontal Directional Drilling crossing underneath the Venetian Waterway Canal. This project also includes existing pump station rehabilitation, electrical upgrades, instrumentation panel and controls and mechanical work. The work is located within portions of Three Island Boulevard, Parkview Drive and Leslie Drive Right-of-ways and within Joseph Scavo Park	7/1/2024	Resuse Force Main Installation, Directional Bore, ARV, Pump Station Rehab
Boca Square Infrastructure Upgrades	City of Boca Raton 2500 NW 1st Ave, Boca Raton, FL, 33431	Jimmy Georgievski 561-239-3061 Egalvan@ci.boca-raton.fl.us	$9,269,447.00	Installation of approximately 23,790 linear feet of water mains and 4,810 6,240 linear feet of force mains within road rights-of-way to replace existing mains. This includes abandonment of the existing water main and force main systems, new water services, relocation and reconnection of the water services from the new water main to the house where existing water mains were located at the rear of properties, new fire hydrants, as well as restoration of private and public property.	7/1/2024	Water Main Installation, Directional Bore, Forcemain Installation, Water Meter Relocation
Force Main Air Release Valve Replacement	Pinellas County 22211 U.S. 19 N. Bldg 16 Clearwater, FL, 33765	Joe Boggs 727-464-8880 jboggs@co.pinellas.fl.us	$1,246,716.50	The work to be performed is comprised of the removal of existing air release valve (ARV) assemblies located in below grade manholes and the installation of above grade air release valve assemblies at six (6) sites on existing force mains.	22-May	Sewer Force Main ARV

Replacement of Hallandale Beach Force Main and Large User Meter Lum-07	City of Hollywood 2600 Hollywood Blvd Hollywood, FL, 33020	Feng Jiang 954-921-3930 Fjiang@hollywoodfl.org	$1,974,652.44	The project consists of a force main replacement and large user meter (LUM-07) site improvements project: replacement of the existing Large User Meter LUM-07, air release valve, electrical components, vaults and site, also abandonment of approximately 4,900 LF of existing FM and construction of approximately 3,800 linear feet of 16- inch PVC force main via open cut and 500 linear feet of 20-inch HDPE force main via HDD from LUM-07, located on the south side of Pembroke Rd and S 18th Ct , to an existing 30-inch diameter force main connection located at the intersection of S 15th Ave and the alley between Rodman St and Funston St	23-Mar	HDD, Sewer forcemain installation, Installation and demo of exisiting Large User Meter 07
ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE	City of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	Sayd Hussain 954-828-5678 Shussain@fortlauderdale.gov	$1,285,714.29	This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.	Ongoing	Drainage
District 3A Step Area 3A-N	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	George Lopez 954-831-0919 galopez@broward.org	$1,488,108.57	Work consists the construction of approximately three thousand two hundred and fifty feet (3,250') of eight-inch (8") gravity sanitary sewer main, fifteen (15) maintenance access structures, one (1) pump station, one thousand three hundred feet (1,300') of six-inch (6") force main to the existing Stirling Road force main, one (1) air release valve and structure, and associated service lines and cleanouts. Furthermore, the scope of work in this project involves milling of pavement, restoration of the roadways, and landscaping. The work also includes renovations to a monument sign including but not limited to the lighting, lettering, and additional landscape. The Project has the potential to eliminate approximately thirty-six (36) septic tanks from the existing single family residential	23-Mar	Gravity Sewer Main Installation, New pump Station Install
Digiorgio Sanitary Sewer Design	Fort Pierce Utility Authority	Lugey Dawson (772) 466-1600 jcarnes@fpua.com	$1,875,387.00	The Work (Project) consists of furnishing all labor, material and equipment for the construction of approximately 5,850 lineal feet of 8-inch diameter SDR-26 PVC gravity sewer main; twenty-two (22) sanitary manholes; fifteen (15) sanitary sewer services; six- hundred forty (640) lineal feet of 8-inch PVC force main; one-hundred twenty (120) lineal feet of 12- inch diameter jack and bore; one (1) central lift station, sanitary connection to FPUA's existing sanitary tranmission system; restoration and miscellaneous appurtenances.	Ongoing	Gravity Sewer Main Installation, New pump Station Install
Annual Sewer Repair	City of Fort Lauderdale 949 N W 38th Street Fort Lauderdale, FL 33309	Terrance Bray 954-696-0166 Tbray@fortlauderdale.com	$9,035,742.17	Work order contract consisting of furnishing all labor, materials and equipment for emergency construction services for the replacement of the following water and wastewater utilities: Gravity Sanitary Sewer Pipe (4" - 36") at varing depths and manholes; Water main (4" - 36") at varing depths and associated fittings, valves, and FHs; Roadway milling and restoration. Recently completed in December 2020, 3400 LF of 8" Gravity Sanitary Sewer main within residential roadways along with asscoiated road restoration.	Ongoing	Gravity Sewer Repair Force Main Repair, Water Main Repair

Emergency Replacement of 120 LF of 16-inch DIP along the Venetian Causeway	City of Miami Beach 451 Dade Boulevard Miami Beach, FL, 33139	Mariana Evora 305-673-7000 MarianaEvora@miamibeachfl gov	$322,983 34	The work consisted of demoing 120 LF of 16" Ductile Iron water main and pipe hangars on the side of the Venetian Causeway bridge, and replacing it with 120 LF of 20" HDPE and new pipe hangars This was an emergency work order by the City of Miami Beach	Feb-22	Water Main Demo and Replacement on a bridge
Deerfield Beach Lift Station #25	City of Deerfield Beach 200 Goolsby Blvd Deerfield Beach, FL, 33442	Priscilla Cygielnik 954-616-7046 Pcgielnik@deerfield-beach com	$412,000 00	The Work consisted of construction of a new 20' wastewater lift station and demolition of the existing station Installation of a new forcemain to exisitng forcemain in service	Jan-22	New Pump Station Install, Demo Exisiting Pump Station
B-22 Pumping Station Replacement	City of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	Terrance Bray 954-696-0166 Tbray@fortlauderdale.com	$457,641 00	B-22 PS was a duplex station equipped with centrifugal pumps in a dry well configuration, it was demoed and removed The station was at the end of its useful life and was replaced with a prefabricated submersible package odorless station 200 LF of HDPE 4-inch force main was installed to replace the existing Cast Iron force main	Mar-22	New Pump Station Install, Demo Exisiting Pump Station
Neighborhood Road Program Year 1- District 2 15th, 16th, 17th, & 18th Avenue North	City Of Lake Worth Water Utilities Administration 301 College Street Lake Worth, FL 33461	Giles Rhodes 561-586-1640 grhoads@LakeWorth org	$4,339,626 20	Construction of Roadway Potable Water and Sanitary Sewer Improvements Complete roadway restoration in a residential neighborhood	Oct-18	Road Restoration
WTP Finished Water Meter	City of Tamarac 6011 Nob Hill Road Tamarac, FL, 33321	Earl Henry 954-597-3758 Earl Henry@tamarac org	$432,010 00	The project consists of removing and replacing existing underground yard piping, installing new magnetic flow meters, access vault and bypass piping and modifying the existing fluoride injection point The project also includes connecting the new flow meters to the plants existing SCADA system and replacing a monitoring well	Apr-22	Remove and Replace Flow Meter
Transmission Main Project	City of Longwood 175 Warren Avenue Longwood, Florida 32750	Shad Smith, P E (407)260-3447 ssmith@longwoodfl org	$3,722,162 40	Construction of approximately 17,270 linear feet of 16- inch wastewater force main connecting the City of Longwood's Wildmere Lift Station force main to the City of Altamonte Springs sanitary sewer system via open cut method Installation of 30" steel casing via Jack and Bore underneath railroad tracks Installation of 7,420	Nov-18	Directional Drilling Lining

Lincoln Park Water Main Improvements	City of Arcadia 23 North Polk Avenue Arcadia, FL 34266	Julie L Karleskint, PE 941-960-4983 jkarleskint@hazenandsawyer com	$1,686,156 00	Installation of 8,631 LF of potable water system including services using open cut methods, slip lining of 1759 LF of gravity sewer and reinstallation of services, directional drill of 1,425 LF HDPE pipe under drainage culverts, open cut installation of 5101 LF PVC sanitary sewer, reconnection and replacement of services, and replacement of 25 manholes along with patching of asphalt, milling and resurfacing of asphalt services, and complete installation of a	Mar-21	Slip Lining, Culverts, Road Restoration and Pavement Patching
Jenada Isles Utility Improvement Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL, 33069	David Archaki darchacki@wiltonmanors com 954-390-2190	$1,119,717 50	The project includes the repacement of approximately 4,000 linear feet of water main along with the replacement of existing water services, water meters, water meter boxes, valves, and fire hydrants within the project limits along with all necessary restoration The water main replacement shall be completed by primarily using pre-chlorinated pipe bursting construction methods along with a limited sement to be replaced using horizontal directional drill construction methods The project also includes the replacement of approximately 400 linear feet of sanitary force main and associated valves and connections which shall be installed using horizontal	Dec-21	Pipe Bursting, Directional Drilling, Water Main Installation
Boggy Creek-Narcoossee Road Water Main Extension	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	Edwin Matos, P E (407)-944-5000 Ematos@tohowater com	$5,451,942 71	Constructed approximately 4,540 linear feet of 24-inch D I P potable water main and approximately 5,400 linear feet of 30-inch PE (DR-11) potable water main via directional bore methods The project includes various connections to existing infrastructure, existing asphalt roadway open cut and repairs, extensive maintenance of traffic and the usual appurtenances	Mar-21	Directional Drilling, Water Main Installation
McMullen Booth Road and SR 580 Water Main Improvements	Pinellas County Board Of Commissioners 400 S FT Harrison Ave Clearwater, FL 33756	Dale Laird, P.M. (727)464-8883 dlaird@pinellascounty org	$1,255,203 00	Procure and install approximately 3,000 linear feet of 16- inch parallel water main from North of County's Valve 30JS-WV3003 to McMullen Booth Road and SR 580 intersection to the south and approximately 30-ft of 12- inch parallel water main at the intersection of McMullen Booth Road and SR 580 The pipe was installed using open cut and horizontal direction drilling	Nov-19	Road Restoration major roadway, MOT in DOT ROW
E-3, E-4 AND G-9 WASTEWATER PUMP STATION IMPROVEMENTS	TOWN OF PALM BEACH 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401	Jason Debrincat, P E (561 290 0956) jdebrincat@TownOfPalmBeach com	$1,190,050 00	Performed wastewater pump station improvements for Town of Palm Beach lift stations E-3, E-4 and G-9 Scope consisted of complete rehabilitation of the pumping sewer system including wetwells structures, valve vaults, installation of new mechanical piping, use of bypass pumps, installation of new electrical control panels and instrumentation, odor control, telemetry/RTU system, interior coating of the wetwell structures and general restoration	Mar-20	Coastal, low lying, tidally influenced areas Hard Rocky Surface Conditons Narrow ROW and Congestion
East Water Treatment Plant Renovations Raw Water & Concentrate Main, City of Miramar	City of Miramar Utilities Department, 13900 Pembroke Rd, Miramar, Florida, 33027	Junior A Francis 954-544-0631 jafrancis@miramarfl gov	$2,137,169 00	This Design-Build project included the installation of seven directional drill of 14" and 18" HDPE totaling 5,000 LF and open cut installation of 5,520 LF of 10" to 24" PVC pipe for the raw water main and reject main needed to connect this WTP to the new wells drills As well as Rehabiliation of the east water treatment plant	May-20	Directional Drilling

Emergency Water Main Repair on Venetian Causeway Bridge East of Dilido Island	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Lys Desir Jr 305-673-7083 LysDesir@miamibeachfl gov	$247,550 00	Emergency Replacement of 180 LF of 16-inch Cast Iron with 20-inch HDPE pipe and 20 LF of 16-inch Cast Iron with Ductile Iron on a bridge	Mar-19	Coastal, low lying, tidally influenced areas High Water Table
Emergency Replacement of 180 LF of 20" WM on the South East Side of the MacArthur Causeway Bridge	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Eugene Egemba, P E (305)-673-7080 EugeneEgemba@miamibeachfl gov	$599,830 00	Replacement of 180 LF of 20-inch Water Main attacehd to the south side of the MacArthur Bridge deck	Sep-19	Coastal, low lying, tidally influenced areas High Water Table
Emergency Repair of the 8-inch Force Main under the LaGorce Bridge	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Eugene Egemba, P E (305)-673-7080 EugeneEgemba@miamibeachfl gov	$239,580 00	Emergency Repair of the 8-inch Force Main under the LaGorce Bridge	Feb-19	Coastal, low lying, tidally influenced areas High Water Table
Irma12017 Water Main Transmit Project	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Jose Rivas P E (305) 673-7080 Joserivas@miamibeachfl gov	$219,230 00	Emergency replacement of the essential 20-inch HDPE Water Main transmission line damaged by Hurricane Irma under the Venetian Causeway Bridge	Dec-17	Coastal, low lying, tidally influenced areas High Water Table
Waters Edge Residential and River Ridge Golf Course Reclaimed Water Transmission Main	Pasco County Purchasing Department 8919 Government Drive New Port Richey, FL 34654	Ivan Martinez (813) 235-6189 imartinez@pascocountyfl net	$2,826,605 00	Project included five directional drills of 18" HDPE (631 LF, 278 LF, 1003 LF, 1277 LF, and 302 LF) and open cut installation of 14,700 LF of 16" DIP for a critical reuse project along a busy corridor	Oct-18	Directional Drilling, Major Roadway
Simpson Road 30" Water Main Project	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	Edwin Matos, P E (407)-944-5000 Ematos@tohowater com	$2,084,625 00	Installation of approx 3200 LF of 30" DIP Water Main and 1300 LF of 30" Fusible PVC via HDD along an Osceola County Roadway	Sep-17	Directional Drilling, Major Roadway, Road Restoration
Water Main Extension Connecting SR15 to SR80	Palm Beach Water Utilities Department 8100 Forest Hill Blvd West Palm Beach, FL 33413	Joseph Tanecredi, P E (561)- 493-6088 Jtanecredy@pbcwater com	$687,900 00	Installation of approx 6500 LF of a new 16" water main connecting to the existing 12" water main on a State Road 15 to the 16-inch water main along State Road 80	Oct-17	MOT in DOT ROW on Primary Hwy
City-Wide High Tide Mitigation Project	City of Miami Beach Public Works Department - 1700 Convention Center Drive, Miami Beach, FL 33139	Eugene Egemba, P E (305)-673-7080 EugeneEgemba@miamibeachfl gov	$3,346,512 66	Installation of approximately 200 inline backflow prevention valves and 11 large drainage structures over on the City's stormwater outfalls throughout the City also included the installation of small water mains and valves and 400 LF of 42" RCP Drainage Piping	Nov-17	Coastal, low lying, tidally influenced areas High Water Table Resort Areas
Flamingo Road Reclaimed Water Main Project	City of Miramar Water Utilities Dept 13900 Pembroke Road, Miramar, FL 33027	Ronnie Navarro Director of Operations 954 883 6825 rsnavarro@miramarfl gov	$1,260,000 00	Design-Build Project Included Installation of approx 9,500 LF of 8-Inch HDPE and PVC reclaimed water main along the Flamingo Road via Horizontal Directional Drill and via open cut	Jun-17	Directional Drilling
C-14 Canal Force Main	Broward County Water & Wastewater Engineering Division 2555 W Copans Road, Pompano Beach FL 33069	Micheal Hagerty P E (954) 831-3217 Mhagerty@broward org	$1,915,200 00	Installation of approx 3700 LF of 30-Inch DIP Force Main along the C-14 Canal Bank and 624 LF of 36" HDPE via Horizontal Directional Drill across Rock Island Road	Oct-18	Directional Drilling
NW 18th Street Force Main Construction	City of Margate Engineering Department 901 NW 66th Avenue, Margate, FL 33063	Curt Keyser Director (954) 972-0828 Ckeyser@margatefl com	$437,498 00	Installation of 2,690 LF of 8" DIP Water Main on NW 18th Street Project also included a crossing of Rock Island Road, a directional drill across a canal, and roadway restoration in an urban environment	May-16	Directional Drilling, Roadway Restoration

17700 Collins Avenue- Residence Inn Marriott	17700 Collins Ave Owner, LLC 1065 Kane Concourse, Suite 201, Bay Harbor Islands, FL 33154	David Wolfe (954) 650-7437 Davidjwolfe@icloud com	$235,600 00	Installation of water, sewer connections for service to this development Also installed stromwater improvements including several large well structures onsite	Aug-16	Resort Areas
Water Main and Force Main Aerial Crossing Replacement	Palm Beach Water Utilities Department 8100 Forest Hill Blvd West Palm Beach, FL 33413	Joseph Tanecredi, P E (561)- 493-6088 jtanecredy@pbcwater com	$534,236 20	Project Included Installation of 8-inch to 12-inch DIP water main and force main aerial crossing replacements on three bridges	Feb-16	Long and Short Span Bridges
Roadway Improvements Various Project Areas	City of Miami Beach Public Works Department - 1700 Convention Center Drive, Miami Beach, FL 33139	Jose Rivas P E (305) 673-7080 Joserivas@miamibeachfl gov	$650,253 00	Project Drainage Structure & Piping Installation to 24" diameter with full roadway reconstruction including curb & gutter & sidewalks	Mar-16	Roadway Restoration, Resort Area
Reclaimed Water Main- Area 11 A	City of Delray Beach, FL 434 S Swinton Avenue, Delray Beach, FL 33444	Steve Dellaquila PM (561) 504-0321 Dellaquillas@mydelraybeach com	$800,000 00	Installation of 18" Reclaimed Water main via open cut and directional drill in downtown Delray Beach Project included roadway restoration in an urban environment	2014	Directional Drilling Road Restoration
Reclaimed Water Main- Area 11 B	City of Delray Beach, FL 434 S Swinton Avenue, Delray Beach, FL 33444	Steve Dellaquila PM (561) 504-0321 Dellaquillas@mydelraybeach com	$1,200,000 00	Installation of over 8,000 LF of 4", 6", 10" Reclaimed Water Mains and RWM Services throughout residential neighborhoods Project included roadway restoration in an urban environment	2014	Road Restoration

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave.
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self- insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Cyber Liability) may be required based upon the type of event, event location, and/or number of participants.

Revised 06/17/2025

CITY OF BOYNTON BEACH
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

TO: **Eduardo Garcia, Engineer II, Utilities** **DATE:** **August 5, 2025**

FROM: **Theresa Gonzalez**
Senior Buyer - Utilities

RE: **25-071B Coquina Cove Drainage Improvement Project**

Recommendation:

To award to the lowest responsive bidder, **Laser Engineering, Inc.** for **25-071B Coquina Cove Drainage Improvement Project.**

_____ After review by the Utilities Department, we concur to recommend award to **Laser Engineering, Inc.** the low responsive and responsible bidder, in the total bid amount of **Five Million Two Hundred Forty-Four Thousand Three Hundred Ninety-One Dollars and Zero Cents ($5,244,391.00).**

__X__ After review by the Utilities Department, we do **NOT** concur to recommend award to the low responsive bidder, **Laser Engineering, Inc.**

Specific and Detailed Reason(s) for Rejection. Attach further backup justification.

See Attached memo - Recommendation of Award – Bid No. 25-071B – Coquina Cove Drainage Improvement Project

Authorized Signer: Keith Webber

Signature: Keith WEbber Digitally signed by Keith WEbber Date: 2025.08.07 09:48:36 -04'00'

Date: 08/07/2025

Cc: Keith Webber, Assistant Director, Engineering
Poonam Kalkat, Utilities Director

Return to: Theresa Gonzalez, Senior Buyer-Utilities, Purchasing Division

The City of Boynton Beach

BOYNTON BEACH UTILITIES
124 East Woolbright Road
Boynton Beach, Florida 33435
Office: (561) 742-6400
Fax: (561) 742-6298
Website: www.boynton-beach.org

MEMORANDUM

DATE: **August 7, 2025**

RE: **Recommendation of Award – Bid No. 25-071B – Coquina Cove Drainage Improvement Project**

Justification for Non-Concurrence with Award to Laser Engineering, Inc.:

After thorough review of the bid submittal from Laser Engineering, Inc., and in consultation with the City's design consultant, AECOM, the Utilities Department does not concur with awarding the contract to Laser Engineering, Inc., despite their position as the apparent low bidder at $5,244,391.00. This determination is based on the following key considerations:

1. Failure to Meet Minimum Experience Requirements:
The solicitation required bidders to demonstrate successful completion of at least three (3) municipal infrastructure projects of comparable size, nature, and scope. Laser's resume lists six public sector projects, of which:
- Four projects had contract values under $400,000, making them substantially smaller in scale than the $5.2 million Coquina Cove project.
- Only two projects listed exceeded $1 million in contract value:
  - Sebring Parkway Phase 2A & 2B – a $3.09M roadway and infrastructure project.
  - Corkscrew Phase 2 – a $10.3M roadway and utility project where Laser is serving as a subcontractor

While both are larger in dollar value, neither reflects the nature and complexity of the Coquina Cove project. Furthermore, only one of these projects has been completed to date.

2. Project Type and Scope are Not Comparable:
Sebring Parkway Phase 2A & 2B primarily consisted of roadway extension work and utility installation to support new residential development. The work was performed in a greenfield environment and does not involve the complex coordination, MOT, residential interface, or lift station work required for Coquina Cove. The Corkscrew Phase 2 project is a large-scale roadway and utility improvement job under Lee County, with Laser as a subcontractor. The utility scope is focused on large-diameter transmission systems, not neighborhood-scale infrastructure.

3. Lack of Direct Prime Contracting Experience with Municipalities:
Laser Engineering acknowledged that they have not served as the prime contractor for a municipal infrastructure project. This lack of prime contracting experience disqualifies them from meeting the City's requirements.

4. Overall Experience Does Not Align with Project Complexity:
Coquina Cove requires full-depth roadway reconstruction, storm drainage, water and sewer system replacement, and lift station upgrades within a developed residential neighborhood. Laser's resume does not demonstrate comparable project experience.

Justification for Award Recommendation to Southern Underground Industries, Inc.:

Southern Underground Industries, Inc. (SUI) submitted a bid of $5,872,846.00 and is the second-lowest bidder. Following a detailed evaluation, SUI is determined to be the lowest responsive and responsible bidder based on the following:

1. Extensive Municipal Experience with Similar Projects:
SUI has completed over ten (10) municipal infrastructure projects exceeding $2 million each. Notable examples include:
- $9.3M sewer improvement for City of Boca Raton
- $5.5M with Toho Water Authority
- $4M for City of Lake Worth
- $3.4M for City of Miami Beach
- $3.7M for City of Longwood
- $9M annual sewer repair contract for City of Fort Lauderdale

2. Strong Track Record on Current and Recent Projects:
SUI is currently executing multiple neighborhood infrastructure projects in the City of North Miami, including:
- $5.5M project (80% complete)
- $12.7M project (95% complete and closing out – Completion June 1st 2025 per Bid Submittal)
- $6.7M project (65% complete)
- $4M project (95% complete and closing out – Completion April 1st 2025 per Bid Submittal)

3. Direct Prime Contracting Experience with Public Agencies:
SUI has served as the prime contractor on all of the above projects and has demonstrated success working in active, residential neighborhoods.

4. Meets All Bid Requirements:
SUI's bid is fully responsive and they meet or exceed all mandatory qualifications for the project.

Conclusion and Recommendation:

Based on the evaluation of qualifications, experience, and responsiveness, the Utilities Department concludes that:
- Laser Engineering, Inc. does not meet the minimum experience qualifications and should be deemed non-responsive.
- Southern Underground Industries, Inc. is the lowest responsive and responsible bidder.

The Utilities Department respectfully recommends award of Bid No. 25-071B to Southern Underground Industries, Inc. in the amount of $5,872,846.00.

Sincerely,
Keith Webber, PE, PMP, ENV-SP
Assistant Utilities Director, Engineering
City of Boynton Beach

AECOM
2090 Palm Beach Lakes Blvd
Suite 600
West Palm Beach, FL 33409
www.aecom.com

561 684 3375 tel

August 6, 2025

Keith Webber, P.E.
Assistant Director, Engineering
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, FL 33435

Subject: Recommendation of Award
25-071B- Coquina Cove Drainage Improvement Project – Grant Funded

Dear Mr. Webber:

AECOM has reviewed the Bids received for Solicitation Number 25-071B. Laser Engineering, Inc., with a bid of $5,244,391.00 was the apparent low bidder. AECOM checked Laser Engineering, Inc.'s references. The Bid Documents include a Minimum Experience Requirement of successful completion of three (3) municipal projects of similar size, nature and scope.

When requested by the City, Laser Engineering, Inc. also provided their Public Project experience list. The list included only two projects over $1M; one for $3M and one for $10M. The $3M project, while it includes utility and drainage infrastructure, was part of a new parkway extension project. The $10M Corkscrew Phase 2 project is a roadway widening project which includes drainage and water and sewer infrastructure. Based on the dates provided, the project is still ongoing. AECOM confirmed that Laser's work on the project is approximately 50 percent complete. Therefore, it was determined that Laser Engineering, Inc. does not meet the Minimum Experience Requirement and should be considered non-responsive. Additionally, the nature and scope of Laser's Public Project experience is not of the nature and scope of the Coquina Cove neighborhood improvement project.

The second lowest Bidder is Southern Underground Industries, Inc. (SUI) with a Bid of $5,872,846.00. AECOM has also checked SUI's references. They have projects of similar nature and scope and in the $1M- $9M range and they meet the Minimum Experience Requirements.

Based on the above, AECOM recommends that the City award the contract to Southern Underground Industries, Inc.

Should you have any questions, please let me know.

Sincerely,

Karen Brandon

Karen D Brandon, P.E.

cc: Eduardo Garcia

25-071B - Coquina Cove Drainage Improvement Project - Grant Funded

Opening Date: July 1, 2025 2:00 PM

Closing Date: July 31, 2025 2:30 PM

Vendor Details

Company Name:	Southern Underground Industrie,Inc.
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	794 S. Military Trail Deerfield Beach , Florida 33442
Contact:	Frank D'Alessandro
Email:	frankd@southernundergroundindustries.com
Phone:	954-590-0322
Fax:	954-590-0322
HST#:	262521235

Submission Details

Created On:	Wednesday July 30, 2025 09:04:51
Submitted On:	Thursday July 31, 2025 13:28:50
Submitted By:	Frank D'Alessandro
Email:	frankd@southernundergroundindustries.com
Transaction #:	27759acd-b845-4f75-ace3-d9d0caa17c36
Submitter's IP Address:	147.243.243.150

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Indemnification

Make sure your Bid is submitted PRIOR to the deadline. Late Bids will not be accepted.

Bidder shall be responsible for inspecting, examining, and verifying existing conditions.

Bidder is responsible for familiarizing themselves with the nature and extent of the contract documents, the work, the locality, and with all local conditions and regulatory requirements that may, in any manner affect costs, progress, or performance of work.
Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
This bid will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.

Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

Bidder will complete the Work for the prices shown in the "Bid Form".

Bidder agrees that the Work will be substantially performed and completed in accordance with the schedules established herein.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
5	1.11 F	Indemnification	1	Lump Sum	$25.0000	$ 25.00
					Subtotal:	$ 25.00

Bid Schedule Form

Please Note: For each bid item, the Bidder agrees to furnish all labor, materials, tools, and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per group of items, whichever appears to be in the best interest of the City. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price *	Total

1	1.11 B	Mobilization/Demobilization, Bonds, Insurance, and General Requirements, including utility locates and coordination. Contractors shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$288,658.0000	$ 288,658.00
2	1.11 C	Contractor to develop and implement, Maintenance of Traffic (MOT) plan.	1	LS	$83,345.0000	$ 83,345.00
3	1.11 D	As-Built Record Drawings	1	LS	$20,328.0000	$ 20,328.00
4	1.11 E	Professional Pre- and Post- Post-Construction Photographs / Video of Construction Site	1	LS	$13,552.0000	$ 13,552.00
6	1.11 G	Clearing and Grubbing	3	AC	$22,000.0000	$ 66,000.00
7	1.11 H	Demolition	1	LS	$153,076.0000	$ 153,076.00
8	1.11 I	Stormwater Gutter Inlets Type S	26	EA	$10,886.0000	$ 283,036.00
9	1.11 J	Stormwater Curb Inlet Type 5	6	EA	$11,909.0000	$ 71,454.00
10	1.11 K	Stormwater Manholes Type P-7	16	EA	$9,501.0000	$ 152,016.00
11	1.11 L	Furnish & install of 18” RCP Stormwater Pipe	3184	LF	$181.0000	$ 576,304.00
12	1.11 M	Furnish and Install 12”x18” Horizontal Elliptical RCP Stormwater pipe	26	LF	$206.0000	$ 5,356.00
13	1.11 N	Furnish & Install 24” HDPE Stormwater (Outfall)	133	LF	$327.0000	$ 43,491.00
14	1.11 O	Furnish & Install 12” RCP Stormwater (Outfall)	19	LF	$295.0000	$ 5,605.00
15	1.11 P	Stormwater Inlet Protection	32	EA	$7,043.0000	$ 225,376.00
16	1.11 Q	24” Manatee Grate	1	EA	$30,274.0000	$ 30,274.00
17	1.11 R	Removal of Existing Concrete	349	SY	$35.0000	$ 12,215.00
18	1.11 S	Regular Excavation	715	CY	$45.0000	$ 32,175.00
19	1.11 T	Embankment	148	CY	$92.0000	$ 13,616.00
20	1.11 U	Stabilization Type B (LBR 40)	8803	SY	$21.0000	$ 184,863.00
21	1.11 V	Optional Base, Base group 4	8440	SY	$59.0000	$ 497,960.00
22	1.11 W	Superpave Asphaltic Concrete, Traffic C, PG 76-22	1140	TN	$407.0000	$ 463,980.00
23	1.11 X	Concrete Curb Type D	715	LF	$56.0000	$ 40,040.00
24	1.11 Y	Concrete Curb and Gutter Type F	526	LF	$60.0000	$ 31,560.00
25	1.11 Z	Concrete Curb and Gutter – Drop Curb	5060	LF	$67.0000	$ 339,020.00
26	1.11 AA	Concrete Sidewalk (4” thick)	112	SY	$36.0000	$ 4,032.00
27	1.11 BB	Concrete Sidewalk (6” thick)	59	SY	$124.0000	$ 7,316.00
28	1.11 CC	Detectable Warning	26	SF	$203.0000	$ 5,278.00
29	1.11 DD	Performance Turf, Sod	1088	SY	$22.0000	$ 23,936.00
30	1.11 EE	Driveways (Brick Pavers)	3564	SF	$21.0000	$ 74,844.00
31	1.11 FF	Driveways (Asphalt)	1570	SF	$7.0000	$ 10,990.00
32	1.11 GG	Driveways (Custom Concrete)	855	SF	$23.0000	$ 19,665.00
33	1.11 HH	Driveways (Gravel)	157	SF	$27.0000	$ 4,239.00
34	1.11 II	Single Column Ground sign assembly, Furnish and Install Ground Mount, less than 12 SF	1	EA	$4,744.0000	$ 4,744.00
35	1.11 JJ	Single Column Ground Sign Assembly, Relocate	3	EA	$3,388.0000	$ 10,164.00
36	1.11 KK	Single Column Ground Sign, Remove	1	EA	$2,710.0000	$ 2,710.00
37	1.11 LL	Thermoplastic, standard, white, solid, 12” for crosswalk and roundabout	73	LF	$18.0000	$ 1,314.00
38	1.11 MM	Thermoplastic, Standard, White, Solid, 24” for stop line and crosswalk	32	LF	$14.0000	$ 448.00
39	1.11 NN	Grout Fill Existing 6” WM	1382	LF	$29.0000	$ 40,078.00
40	1.11 OO	Removal and Disposal of 6” & 12” WM	190	LF	$40.0000	$ 7,600.00

41	1.11 PP	Furnish and Install 12” DIP WM and Fittings	114	LF	$329.0000	$ 37,506.00
42	1.11 QQ	Furnish and Install 8” C900 PVC WM and Fittings	1512	LF	$145.0000	$ 219,240.00
43	1.11 RR	Furnish and Install Fire Hydrant Assembly	5	EA	$12,216.0000	$ 61,080.00
44	1.11 SS	Furnish and Install Gate Valves	2	EA	$6,456.0000	$ 12,912.00
45	1.11 TT	Remove and Dispose of Water Service and Meter Assembly	34	EA	$2,603.0000	$ 88,502.00
46	1.11 UU	Furnish and Install Water Service and Meter Assembly	34	EA	$2,134.0000	$ 72,556.00
47	1.11 VV	Remove and Dispose of Sanitary Sewer	2712	LF	$68.0000	$ 184,416.00
48	1.11 WW	Remove and Dispose of Sanitary Laterals & Cleanouts	63	EA	$1,233.0000	$ 77,679.00
49	1.11 XX	Remove and Dispose of Manholes	12	EA	$4,472.0000	$ 53,664.00
50	1.11 YY	Furnish and Install 8” C900 SDR-18 PVC Gravity Sewer Pipe by Open Cut	2551	LF	$195.0000	$ 497,445.00
51	1.11 ZZ	Furnish and Install Gravity Sanitary Sewer Manholes & Cover	13	EA	$10,706.0000	$ 139,178.00
52	1.11 AAA	Furnish and Install Sanitary Laterals and Cleanouts	63	EA	$4,167.0000	$ 262,521.00
53	1.11 BBB	Lift Station Rehabilitation	1	LS	$244,551.0000	$ 244,551.00
54	1.11 CCC	Temporary Bypass Pumping	1	LS	$35,913.0000	$ 35,913.00
					Subtotal:	$ 5,837,821.00

Permit Fee Allowance

This Item establishes a fund for reimbursement of the cost of required construction permits, fees, inspections, and/or impact fees, if authorized by the City Engineer.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
55	1.11 DDD	Permit Fee Allowance	1	Dedicated Allowance	$10,000.0000	$ 10,000.00
					Subtotal:	$ 10,000.00

Fence and Landscaping Allowance

This Item establishes a fund for reimbursement of the cost associated with the restoration of fences and landscaping at the proposed outfall location, including materials, labor, and installation, if authorized by the City Engineer. Fence locations and landscaping choices shall be coordinated between the City and adjacent residents. Final approval of all work and associated costs shall rest with the City.

Item No.	SC0125 Section	Description	Quantity	Unit	Unit Price	Total
56	1.11 EEE	Fence and Landscaping Allowance	1	Dedicated Allowance	$25,000.0000	$ 25,000.00
					Subtotal:	$ 25,000.00

Summary Table

Bid Form	Amount
Indemnification	$ 25.00
Bid Schedule Form	$ 5,837,821.00
Permit Fee Allowance	$ 10,000.00
Fence and Landscaping Allowance	$ 25,000.00
Subtotal Contract Amount:	$ 5,872,846.00

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

LINE ITEM NO. 10 - Dropdown option only available for this line item.

Line Item	Description	Response *	Options
1	Company Name	Southern Underground Industries, Inc.	
2	Address	794 S. Military Trail Deerfield Beach, FL 33442	
3	Telephone	954-590-0322	
4	City	Deerfield Beach	
5	State	Florida	
6	Zip Code	33442	
7	Contractor's License Number	CGC1511806	
8	Federal Tax ID Number	26-2521235	
9	Email address for above signer	Bids@southernundergroundindustries.com	
10	Indicate which type of organization from the list in the Options Column	Corporation	Corporation

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	17 Years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	None
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes
6	Has your company ever declared bankruptcy? If Yes, explain.	No

SCRUTINIZED COMPANIES DETERMINATION

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right toterminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

FIRM'S PRIMARY OWNERSHIP

Line Item	Description	Response *
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	Yes
2	Is your firm a construction firm	Yes
3	If you are a construction firm, is the average annual gross revenue for your firm for the past three years greater than $9 million?	Yes
4	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership)	Male
5	Which of the following best describes the ethnicity of your firm's primary owner (at least 51%)	Other
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	None
7	Indicate the agency or agencies that have granted the certification to your firm.	None

PALM BEACH COUNTY INSPECTOR GENERAL

The Bidder if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

Line Item	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

REFERENCES

Minimum Experience Requirement: The Bidder must have a minimum of three (3) years of verifiable experience and must have successfully completed at least three (3) municipal projects of similar size, nature, and scope. The City reserves the right to request documentation or references to confirm compliance with this requirement.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	City of West Palm Beach	401 Clematis Street Fourth Floor West Palm Beach, Fl 33401	Laura Le, P.E.	561-289-8414	Lle@wpb.org
2	City of Fort Lauderdale	100 N Andrews Ave Fort Lauderdale, Fl 33301	Sayd Hussain	954-828-5678	Shussain@fortlauderdale.gov
3	City of Miami Beach Public Works	1700 Convention Center Drive Miami Beach, Fl 33139	Eugene Egemba	305-673-7080	EugeneEgemba@miamibeachfl.gov
4	City of Lauderhill	5581 W Oakland Park Blvd Lauderhill, FL	Herb Johnson	954-730-4207	hjohnson@lauderhill-fl.gov
5	N/A	N/A	N/A	N/A	N/A

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

SUBCONTRACTORS

The Bidder / Proposer shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders / Proposers shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their

“**OWN FORCES**”.

Line Item	Work to be Performed *	% Total Contract *	Contractor License No. *	Subcontractor Name / Address *	Subcontractor Phone/Email *
1	Asphalt	6.5%	CGC1517987	C&R Milling & Paving 1 N. Krome Ave Suite 100 Homestead, Fl 33030	305-686-2022 Elaine@crmilling.com
2	Concrete	6%	CUC1225593	A & M Brothers Concrete Corp. 95 NE 12th Street Homestead, Fl 33036	786-296-5979 a.m.concrete@hotmail.com
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Non Collusive Affidavit & Acknowledgement - Non-Collusion Affidavit and Certification of Proposer.pdf - Thursday July 31, 2025 12:23:50
- Scrutinized Companies and E-Verify Affidavits - Scrutinized and E verify.pdf - Thursday July 31, 2025 12:24:05
- Bid Bond and Bid Bond Acknowledgement - Bid Bond Boynton Beach.pdf - Thursday July 31, 2025 08:12:47
- Foreign Entity Ownership Affidavit - Foreign Entity Law.pdf - Thursday July 31, 2025 12:24:20
- Anti Human Trafficking Affidavit - Human Trafficking.pdf - Thursday July 31, 2025 12:24:48
- Proof of State Certified or County Competency Licenses - Licenses.pdf - Wednesday July 30, 2025 10:32:57
- Florida State Business Registration - Detail by Entity Name.html - Wednesday July 30, 2025 10:31:58
- Certificate of Insurance & IRS Form W-9 - COI & W9.pdf - Wednesday July 30, 2025 10:40:13
- Anti Kickback Affidavit - Anti Kickback.pdf - Thursday July 31, 2025 12:25:05
- Trench Safety Act Affidavit - Trench Safety.pdf - Thursday July 31, 2025 12:25:18
- Additional Document - Additional Info.pdf - Wednesday July 30, 2025 10:40:04

Addenda, Terms and Conditions

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.
Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

3.1 FAMILIARITY AND COMPLIANCE WITH LAWS, LEGAL CONDITIONS CODES AND REGULATIONS:
Before submitting a bid for this ITB, bidders shall familiarize themselves and comply with all federal, state, and local laws, including the hours of labor on municipal work in the State of Florida, the Charter of the City of Boynton, all ordinances, and regulations applicable to the services and project contemplated herein, including those applicable to conflict of interest and collusion.

Bidders must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Bidder shall not be a cause for relief from responsibility.

3.2 CONFLICT OF INTEREST
The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

3.3 DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

3.4 FEDERAL AND STATE TAX:
The City of Boynton Beach is exempt from Federal and state taxes.

3.5 PURCHASE ORDER REQUIRED:
The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

3.6 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:
The Proposer certifies that all material, equipment, etc., contained in this bid submission meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

3.7 PALM BEACH COUNTY INSPECTOR GENERAL:
The Bidder and, if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

3.8 OTHER AGENCIES
Any Agreement(s) resulting from this ITB and from this submitted bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Bidder(s).

3.9 VENUE AND GOVERNING LAW:
Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

3.10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT
3.10.1 The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
3.10.2 During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

3.10.3 The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
3.10.4 Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3.10.5 The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3.10.6 The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
3.10.7 The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

3.11 INDEPENDENT CONTRACTOR RELATIONSHIP:
The Bidder and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

3.12 OMISSION OF DETAILS
Omission of any essential details from the terms or specifications contained herein will not relieve the responding Contractor of supplying such product(s) or service as specified.

3.13 LEGAL EXPENSES:
The City shall not be liable to a Bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

3.14 NO THIRD-PARTY BENEFICIARIES:
No provision of this ITB or agreement/contract to follow with a contractor is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Bidder.

3.15 SCRUTINIZED COMPANIES:
By submission of a bid submission for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

3.16 NON-EXCLUSIVE
As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.
Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

3.17 ENDORSEMENTS
No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form. This includes the City logo on websites or other advertising materials.

3.18 DRUG-FREE WORKPLACE
The Contractor shall implement and maintain a drug-free workplace program of at least the following items:
3.18.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3.18.2 Inform employees about the dangers of drug abuse in the workplace, the Bidder's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.18.3 Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.
3.18.4 In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract,

the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.
3.18.5 Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.
3.18.6 Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

3.19 PROHIBITED TELECOMMUNICATIONS EQUIPMENT
Bidder represents and certifies that Bidder and all Sub-contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

3.20 RIGHTS IN DATA
Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

3.21 DOCUMENTATION OF COSTS
All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

3.22 PUBLIC RECORDS
Sealed documents received by the City in response to an Invitation to Bid are exempt from public records disclosure unless they are subject to Florida Statute 255.0518 until thirty (30) calendar days after the opening of the ITB unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.
Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, the Contractor shall transfer to the City, at no cost to the City, all public records in the Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Contractor to comply with the requirements of this Section and other applicable requirements of state or federal law shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

3.23 SOVEREIGN IMMUNITY
Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City

may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Belseri Comerford, President, Southern Underground Industries, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
25-071B Addendum No. 2 Wed July 23 2025 10:59 PM	☑	187
25-071B Addendum No. 1 Wed July 16 2025 03:37 PM	☑	23

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Broward)

Belseri Comerford, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Southern Underground Industries, Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Jessica Abbott
Typed name:

Brittany Hertz
Typed name:

BIDDER:

Signed:
Name: Belseri Comerford
Title: President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 31 day of July, 2025

Notary Public (Signature)

My Commission Expires: May 30, 2026

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Belseri Comerford, on behalf of Southern Underground Industries, Inc. certify

Print Name and Title — Company Name

that Southern Underground Industries, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Southern Underground Industries, Inc.

COMPANY NAME

SIGNATURE

Belseri Comerford

PRINT NAME

President

TITLE

July 31st, 2025

DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 31 day of July, 2025

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

Notary Public (Signature)

May 30, 2026

My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: City of Boynton Beach Coquina Cove Drainage Improvements

Solicitation No.: 24SRP12

1. Definitions:

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

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

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

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Southern Underground Industries, Inc.
Authorized Signature:	
Print Name:	Belseri Comerford
Title	President
Date:	July 31st, 2025
Phone:	305-720-0297

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of July, ~~2024~~, by Belseri Comerford on behalf of Southern Underground Industries, Inc. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Hector Meneses

(Name of Notary Typed, Printed or Stamped)

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

Title or Rank

HH268926

Serial number, if any

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Southern Underground Industries, Inc.
794 South Military Trail
Deerfield Beach, FL 33442

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
One West Nationwide Boulevard
Columbus, OH 43215-2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

BOND AMOUNT: $ Five Percent of Total Amount Bid (5% of Total Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Coquina Cove Drainage Improvement Project - Grant Funded
ITB No. 25-071B

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of July, 2025

Edward Sweeney
(Witness) Edward Sweeney

Southern Underground Industries, Inc.
(Principal) *(Seal)*
(Title) President, Belseri Companies

Nationwide Mutual Insurance Company
(Surety) *(Seal)*
(Title) David T. Satine, Attorney-in-Fact

Doreen Shearin, CSR
(Witness) Doreen Shearin, CSR

Southern Underground Industries, Inc. State of Florida Official SEAL 2008

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID T SATINE; JONATHAN A BURSEVICH; WARREN M ALTER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of July, 2025.

Assistant Secretary

BDJ 1(04-24)00

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 31st, 2025

Signed: _____

Entity: Southern Underground Industries, Inc.

Name: Belseri Comerford

Title: _____

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President for Southern Underground Industries, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Hector Meneses

State of Florida at Large (Seal)

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

My commission expires: May 30, 2026

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: July 31, 2025

Signed: _____

Entity: Southern Underground Industries, Inc.

Name: Belseri Comerford

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President for Southern Underground Industries, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Hector Meneses

State of Florida at Large (Seal)
HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

My commission expires: May 30, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ORTA, ROBYN

SOUTHERN UNDERGROUND INDUSTRIES, INC.
3453 NW 44TH STREET #205
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1511806

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COMERFORD, BELSERI L

SOUTHERN UNDERGROUND INDUSTRIES INC
794 SOUTH MILITARY TRAIL
FLORIDA
DEERFIELD BEACH FL 33442

LICENSE NUMBER: CUC1224635

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

550

Detail by Entity Name

Florida Profit Corporation

SOUTHERN UNDERGROUND INDUSTRIES, INC.

Filing Information
Document NumberP08000043219 FEI/EIN Number26-2521235 Date Filed04/29/2008 StateFL StatusACTIVE Last EventAMENDMENT Event Date Filed10/28/2019 Event Effective DateNONE
Principal Address
794 South Military Trail
Deerfield Beach, FL 33442

Changed: 03/27/2023
Mailing Address
794 South Military Trail
Deerfield Beach, FL 33442

Changed: 06/19/2023
Registered Agent Name & Address COMERFORD, BELSERI L
6115 NW 77th Way
Tamarac, FL 33321

Name Changed: 06/30/2020

Address Changed: 03/15/2022
Officer/Director Detail **Name & Address**

Title PTD

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

Title Executive Secretary

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

Annual Reports

Report Year	Filed Date
2023	03/27/2023
2024	03/25/2024
2025	04/07/2025

Document Images

04/07/2025 -- ANNUAL REPORT	View image in PDF format
03/25/2024 -- ANNUAL REPORT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
01/22/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
10/28/2019 -- Amendment	View image in PDF format
10/28/2019 -- Off/Dir Resignation	View image in PDF format
10/16/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
01/25/2015 -- ANNUAL REPORT	View image in PDF format
07/16/2014 -- ANNUAL REPORT	View image in PDF format
06/19/2014 -- Amendment	View image in PDF format
09/27/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
11/04/2011 -- REINSTATEMENT	View image in PDF format
05/02/2010 -- ANNUAL REPORT	View image in PDF format
10/20/2009 -- Amendment	View image in PDF format
06/02/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

southern underground industries
Search

Events **No Name History**

Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Southern Underground Industries, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

794 S. Military Trail

Requester's name and address (optional)

6 City, state, and ZIP code

Deerfield Beach, Fl 33442

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	2	5	2	1	2	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date 7/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SOUTUND-02 REYNOLDSMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mallory Reynolds
Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 998-4134 FAX (A/C, No): E-MAIL ADDRESS: mallory.reynolds@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Liberty Insurance Corporation	42404
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D : Employers Insurance Company of Wausau	21458
INSURER E : Westchester Surplus Lines Insurance Company	10172
INSURER F : Federal Insurance Company	20281

INSURED

Southern Underground Industries, Inc.
794 South Military Trail
Deerfield Beach, FL 33442

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	GA00005333301	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	AS6Z91471781024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100366465901	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCCZ91471781014	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Liabilit			G71528406006	6/1/2024	6/1/2025	Aggregate	4,000,000
F	Equipment Floater			45468572	6/1/2024	6/1/2025	Leased/Rented	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Hallandale Beach is additional insured with respects to General Liability, and Auto Liability when required by written contract. Waiver of subrogation applies in favor of the additional insured with respects to General Liability, Auto Liability, and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

STATE OF Florida)
COUNTY OF Broward)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Belseri Comerford, as President of Southern Underground Industries, Inc. who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 31 day of July, 2025

Printed Information:

Belseri Comerford
NAME

President
TITLE

Southern Underground Industries, Inc.
COMPANY

NOTARY PUBLIC, State of Florida
at Large

HECTOR MENESES
MY COMMISSION # HH268926
EXPIRES: May 30, 2026

"OFFICIAL NOTARY SEAL" STAMP

TRENCH SAFETY ACT
AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Belseri Comerford
Name of Proposer



Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Trench box / Slope	SF	1,667 SF	$15.00 / SF	$25,000.00	Trench box / Slope

Equipment Numbers			
Loaders	**Make**	**Model**	**Vin #**
101	**CAT**	**938M**	**P5K01921**
102	**John Deere**	**344L**	**1LU344LXPZB054512**
103	**John Deere**	**544L**	**1DW544LZJKF699974**
104	**CAT**	**930M**	**F5K01509**
105	John Deere	304L	1LU304KXAZB040632
106	Volvo	L60H	VCEOL60HP0S621694
107	**2024-CAT**	**920**	**CAT00920JSL401908**
Excavators			
201	**CAT**	**325**	**TEL10427**
202	**John Deere**	**345G**	**1FF345GXCKF020422**
203	**Hitachi**	**345**	**HCMMDD560E00010102**
204	John Deere	60G	1FF060GXCJJ289368
205	John Deere	50G	1FF050GXHFH282418
206	**John Deere**	**245G**	**1FF245GXJLF801539**
207	John Deere	60G	1FF060GXKLJ292470
208	**John Deere**	**135G**	**1FF135GXLHF500555**
209	John Deere	135G	1FF135GXHFE401061
210	John Deere	60G	1FF060GXTHJ288703
211	John Deere	35G	1FF035GXVLK290528
212	**CAT**	**315GC**	**FTY00383**
213	John Deere	35G	
214	**John Deere**	**60G**	**1FF060GXCPJ296630**
215	**CAT**	**315 GC**	**CAT00315CFTY30256**
216	**John Deere**	**85 P Tier**	**1FF085PAARJ001373**
Rollers			
301	**BOMAG**	**BW120SL-5**	**101880611005**
302	**BOMAG**	**BW124 DH-5**	**101587261019**
303	**Hamm**	**HD 13ivv**	**WGH0H285JHAA01366**
Broom Tractor			
501	**John Deere**	**5090E**	**1LV5090ECLK402966**
502	**John Deere**	**4066R**	**1LV4066RCLL408331**
503	**John Deere**	**4052R**	**LVCG130007825**
Skid Steer			
901	**John Deere**	**332G**	**1T0332GKVLF370246**
902	**CAT**	**299D3**	**DY904623**
903	**CAT**	**299D3**	**DY907744**
905	**John Deere**	**325G**	**1T0325GKVRJ460295**
Asphalt Paver			
	CAT	**AP255E**	**D8A00480**
Hydraulic Pump			
	MWI	**6" Hydraulic Pump**	**26M653289**
	MWI	**6" Hydraulic Pump**	**219262910**
Milling Machine			
	John Deere(Wirtgen)	**W 120 XFI**	**18101403**

Tractor			
	2021 JD 6130 Row Crop Tractor	**2021 JD 6130 Row Crop Tractor**	**510002615981.00**

SOUTHERN UNDERGROUND INDUSTRIES

Updated on 01/29/2025

TRUCKS

	Tag Number	Year	Color	Make	Model	Driver	Unit	VIN
1	GCAC70	2016	White	Chevrolet	Silverado C2500HD	Franklin Mitchell	9 sold	1GC1CUEG5GF121090
2	P2229C	2017	White	Freightliner	Dump Truck	Yosvany Chiroldes	70	1FVACXDT4HHJH3073
3	NQZJ77	2018	White	Nissan	Rogue	Mike Sweeney		JN1BJ1CP5JW190495
4	PELL76	2019	White	Chevrolet	Silverado	Jeromir Beasley	7	1HTKHPVK3KH442797
5	NRBA86	2020	White	Chevrolet	Silverado 2500HD	Southern Dev, Inc	6	1GC4YLEY0LF166420
6	65DSEA	2020	White	Chevrolet	Silverado 2500HD	Jose Morales	4	1GC4YLE70LF182561
7	PYGE25	2020	White	Chevrolet	Silverado 2500	Cameron Johnson	5	1GC4YSEYXLF268088
8	AY62JM	2021	White	Chevrolet	Silverado 5500	Franklin Mitchell	15	1HTKJPVK3MH398257
9	P2526E	2020	White	Mack	Dump Truck	Shaun Mcclendon	703	1M2GR4GC5LM011564
10	P2527E	2020	White	Mack	Dump Truck	Alvaro Estrada	800	1M2GR4GC9LM011566
11	QKBK22	2021	White	Chevrolet	Silverado 3500H	Ervin Smith	14	1GC4WRE70MF132754
12	PELL93	2020	White	GMC	Sierra	Tracy Israel	3	1GTR8AEH3LZ364546
13	RYGU23	2022	White	Chevrolet	Silverado	Giovanni D'Alessandro	2	1GC5WME78NF102586
14	10EIQN	2021	White	PeterBill	389	Clayton	800	1XPXP4EX0MD740829
15	BN11ZI	2023	White	Chevrolet	Silverado 2500 HD	Javier Plascencia	13	1GC5YLE73PF166235
16	QKBK21	2023	White	Chevrolet	Silverado 2500 HD	Francisco Morales	12	1GB2WLE71PF173049
17	BX82LE	2023	Black	Chevrolet	Silverado	Betsen Comerford	1	1GCPAEE86PZ162731
18	47ELHS	2024	White	Chevrolet	Silverado3500 HD	Carlos Molina	16	1GB5YSEY3RF264546
19	72ELHS	2024	White	Cherrolet	Silverado2500 HD	Yuset Quinones	17	1GB2YLEY5RF290686
20	P0066K	2016	White	Freightliner	M2106MCL 2.5 Water truck			3ALACXCYOGDGZ9113
21	46EVNJ	2025	White	Chevrolet	Tahoe	Benny		1GNS5RRD2SR106587

TRAILERS

19	JIKQ70	1999	White	Cherokee	Enclosed Trailer		1750 lbs	4RMES1217XF998246
20	?	2014		TRAIL KING	KING	LBD		1TKA04823EM072451
21	RQCP92	2014		BEBU			5500 lbs	4MNDP2529E1000838
22	RQCP93	2015	Black	Better Built Trailer	Open Trailer		3000 lbs	4MNDP2028F1001133
23	GLYY18	2016	Black	BEBU	Open Trailer		4800 lbs	4MNDB232XG1001114
24	EUGT08	2017	Black	FVGC	Enclosed Trailer	Francisco Rosales	2006 lbs	5NHUNS621HU115263
25	JNBW31	2018	Grey	LGS Industries Pace	JV6X12TE2	Francisco Morales	1820 lbs	53BPTEA26JU031123
26	JNBW34	2019	Black	PJ Trailers	DM142		5180 lbs	4P5DM1425K3033574
27	43AVHJ	2021	Black	Big T	Enclosed Trailer		2400 lbs	16V1C2520M3016810
28	PKLN34	2021	Black	PJTM Trailer			3180 lbs	4P5CC202XM1345799
29	PKLN35	2021	Black	PJTM Trailer			3180 lbs	4P5CC2028M1345796
30	QFQV30	2021	Black	DIAC Trailer	Enclosed Trailer		1960 lbs	53NBE1221M1081223
31	QYSY70	2022	Black	Big Tex	Open Trailer			16V3F4825N6121852
32	NGYG49	2018	Black	Big Tex	Trailer			16VHX2528J6005485
33	BZ58EE	2021		Big Tex	Trailer		2940lbs	16V1C2525M3090076
34	BZ57EE	2021		Big Tex	Trailer		4146lbs	16V1C2728M2059485
35	57DAQP	2020	Black	Fontaine Trailer	Trailer			57JE52307L3577689
36	PAMY34	2019	Black		NSU126738		1937lbs	5NHUNS222LU126738
37	RRZS52	2022	White	Intech Trailers	Enclosed Trailer	BENNY (Personal)	2835	7H0TT1823NN011792
38	PVQR52							

WORK IN PROGRESS

PROJECT NAME	OWNER	CONTACT INFORMATION	CONTRACT AMOUNT	DESCRIPTION OF WORK	COMPLETION DATE	JOB SUMMARY	% Complete
Lift Station #3	City of Hallandale Beach 630 NW 2nd St. Hallandale Beach, Fl 33009	Manga Ebbe 954-457-3043 Mebbe@hallandalebeachfl.gov	$2,826,223.60	This project consists of the removal of 3 existing sewer pumps, associated piping, supports, electrial items from the existing lift station, rehabilitation of the existing wet well and new submersible wastewater pumps and valve vault along with assocaiated piping, supports, electrial items generator, reconnecting the new piping to the FM, installing gravity sewer valve and a new influent pipe.	11/16/2025	Lift Station	90%
Washington Park	City of North Miami Beach 17011 N.E. 19th Ave. North Miami Beach, Fl 33162	Carlos Vindel, CMIT 414-534-4224 Carlos.vindel@citynmb.com	$5,454,365.00	Installation of new PS, including installation of precast wet well and valve vault structures, excavation, sheeting & shoring, installation of pumping units, discharge pipin, electrical and instrumentation work, manholes and gravity mains, startup & testing, site restoration and maintenance of traffic. Project also includes Installation of 5,825 LF of 10" DIP FM, including but not limited to all pipe, fittings, valves and appurtencances necessary for this new segment of FM.	11/18/2025	Pump Station, Force Main	80%
Bunche Park	Miami Dade	Tom Raihl 516-563-3373	$3,191,524.00	The projects consists of furnishing all materials, labor and equipment necessary to install approx 5,900 LF of new 8" and 1,500 LF of new 4" WM , including but not limited to, excavation, demolition, abandon existing WM pipes. All interconnections, service connections, and stub-outs on the existing pipelines shall be transferred to the proposed or other existing pipelines. Additionally, fire hydrants shall be installed on the proposed pipelines of adequate size per the Fire Departments requirements.	6/1/2025	Water Main Services Restoration	90%
Eastern Shores	City of North Miami Beach 17011 N.E. 19th Ave. North Miami Beach, Fl 33162	Carlos Vindel, CMIT 414-534-4224 Carlos.vindel@citynmb.com	$12,699,311.00	The Work associated with this project generally consists of the following: Install approx 19,554 LF of 8" DIP , 2,793 LF of 10" DIP and 3,067 LF of 12" DIP. Abandon all 6" and 12" WM in place., cut/cap and fill with grout. Remove existing corporation stops from existing WM, install repair clamp and pressure test existing main. Cnnect to the existing Phase 1 WM along NE 35th Ave. Install Fire Hydrants. Install new water services from main to meter.	6/1/2025	Water Main Road Restoration	95%
Multi - Site	City of North Miami Beach 17050 N.E. 19th Ave. North Miami Beach, Fl 33162	Thomas Raihl 516-563-3373	$6,686,387.00	The project consists of installaiton of approx 5,500 LF of 16" Ductile iron FM through open cut and 350 LF of 20" HDPE SDR-9 FM by horizontal drilling with all appurtenances as shown in the plans including but not limited to tie-ups with other existing FM, restoration of roadways and swales, and all other related work.	10/15/2025	Waste Water Construction Project	65%
	City of Hallandale	Jesus Padron, PM		Funish all labor, equipment and materials to install approx 6,800 LF of new PVC WM. This project will include but not be			

7th & 8th St. Hallandale	City of Hallandale Beach 630 NW 2nd St. Hallandale Beach, Fl 33009	Jesus Padron, PM 954-457-1397 Jpadron@hallandalebeachfl.gov	$4,028,721.70	limited to installation of the new utility, connection to the exisitng City WM system, replacement of water services and water meters, relocation backyard meters, relocation of backyard meters to the front of the properties, private plumbing to reconnect residential services, fire hydrants, isolation and air release valves, utility testing, abandoment of existing WM's, MOT, roadway and site restoration, and all other appuurtenances necessary for a complete utility installation.	4/1/2025	Water Main Road Restoration	95%
Lift Station #12	City of Dania Beach 100 W Dania Bch Blvd Dania Beach, Fl. 33004	Alvaro Cortes 954-924-6808 acortes@daniabeachfl.gov	$3,699,900.00	The project is to include, but not limited to, all demolition , lift station installation, controls, SCADA, electrical, flow meter vault, gravity sewer, sanitary manholes, force main piping and fittings, start - up services, training, site restoration, associated roadway and right-of-way restoration, and all other appurtenances neccessary for a complete and accepted project.	1/19/2026	Pump Station Rehab	10%

SOUTHERN UNDERGROUND INDUSTRIES

Relevant Experience

PROJECT NAME	OWNER	CONTACT INFORMATION	CONTRACT AMOUNT	DESCRIPTION OF WORK	Completion Date	Job Summary
Silverwood Area WW Force Main	City of Boynton Beach 124 E. Woolbright Rd. Boynton Beach, FL, 33435	Jose C. Huertas, P.E. 561-742-6487 huertasj@bbfl.us	$1,817,289.97	The work under this project consists of construction of, but not limited to approximately (1) 1,000 LF of 6" C900 PVC via open cut, (2) 120 LF of 6" DIP via open cut, (3) 275 LF of 8" DIP via open cut, (4) 215 LF of 10" DIP via open cut, (5) 3,600 LF of 8" HDPE via horizontal directional drill, (6) 1,650 LF of 10" HDPE via horizontal directional drill and (7) one 8"x8" stub out at the specified location. Work also includes providing tie-ins at specified locations, tie-in piping and appurtenances, gate valves, air release valves	6/1/2024	Sewer Force Main Installation, Directional Bore, ARV
Hallandale Three Island Reuse Pipeline II	City of Hallandale Beach 630 NW 2nd St, Hallandale Beach, FL, 33009	Manga Ebbe 954-457-3043 mebbe@hallandalebeachfl.gov	$2,193,639.00	The work to be performed under this contract includes site and civil work associated with the construction of approximately 3,910 LF of new pressurized reuse irrigation main, out of which 3,115 LF will be 8" PVC C- 900 and the remaining 795 LF will be 8" DIPS HDPE DR 11 to be installed via Horizontal Directional Drilling crossing underneath the Venetian Waterway Canal. This project also includes existing pump station rehabilitation, electrical upgrades, instrumentation panel and controls and mechanical work. The work is located within portions of Three Island Boulevard, Parkview Drive and Leslie Drive Right-of-ways and within Joseph Scavo Park	7/1/2024	Resuse Force Main Installation, Directional Bore, ARV, Pump Station Rehab
Boca Square Infrastructure Upgrades	City of Boca Raton 2500 NW 1st Ave, Boca Raton, FL, 33431	Jimmy Georgievski 561-239-3061 Egalvan@ci.boca-raton.fl.us	$9,269,447.00	Installation of approximately 23,790 linear feet of water mains and 4,810 6,240 linear feet of force mains within road rights-of-way to replace existing mains. This includes abandonment of the existing water main and force main systems, new water services, relocation and reconnection of the water services from the new water main to the house where existing water mains were located at the rear of properties, new fire hydrants, as well as restoration of private and public property.	7/1/2024	Water Main Installation, Directional Bore, Forcemain Installation, Water Meter Relocation
Force Main Air Release Valve Replacement	Pinellas County 22211 U.S. 19 N. Bldg 16 Clearwater, FL, 33765	Joe Boggs 727-464-8880 jboggs@co.pinellas.fl.us	$1,246,716.50	The work to be performed is comprised of the removal of existing air release valve (ARV) assemblies located in below grade manholes and the installation of above grade air release valve assemblies at six (6) sites on existing force mains.	22-May	Sewer Force Main ARV

Replacement of Hallandale Beach Force Main and Large User Meter Lum-07	City of Hollywood 2600 Hollywood Blvd Hollywood, FL, 33020	Feng Jiang 954-921-3930 Fjiang@hollywoodfl.org	$1,974,652.44	The project consists of a force main replacement and large user meter (LUM-07) site improvements project: replacement of the existing Large User Meter LUM-07, air release valve, electrical components, vaults and site, also abandonment of approximately 4,900 LF of existing FM and construction of approximately 3,800 linear feet of 16- inch PVC force main via open cut and 500 linear feet of 20-inch HDPE force main via HDD from LUM-07, located on the south side of Pembroke Rd. and S. 18th Ct., to an existing 30-inch diameter force main connection located at the intersection of S. 15th Ave. and the alley between Rodman St. and Funston St.	23-Mar	HDD, Sewer forcemain installation, Installation and demo of exisiting Large User Meter 07
ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE	City of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	Sayd Hussain 954-828-5678 Shussain@fortlauderdale.gov	$1,285,714.29	This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.	Ongoing	Drainage
District 3A Step Area 3A-N	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	George Lopez 954-831-0919 galopez@broward.org	$1,488,108.57	Work consists the construction of approximately three thousand two hundred and fifty feet (3,250') of eight-inch (8") gravity sanitary sewer main, fifteen (15) maintenance access structures, one (1) pump station, one thousand three hundred feet (1,300') of six-inch (6") force main to the existing Stirling Road force main, one (1) air release valve and structure, and associated service lines and cleanouts. Furthermore, the scope of work in this project involves milling of pavement, restoration of the roadways, and landscaping. The work also includes renovations to a monument sign including but not limited to the lighting, lettering, and additional landscape. The Project has the potential to eliminate approximately thirty-six (36) septic tanks from the existing single family residential	23-Mar	Gravity Sewer Main Installation, New pump Station Install
Digiorgio Sanitary Sewer Design	Fort Pierce Utility Authority	Lugey Dawson (772) 466-1600 jcarnes@fpua.com	$1,875,387.00	The Work (Project) consists of furnishing all labor, material and equipment for the construction of approximately 5,850 lineal feet of 8-inch diameter SDR-26 PVC gravity sewer main; twenty-two (22) sanitary manholes; fifteen (15) sanitary sewer services; six- hundred forty (640) lineal feet of 8-inch PVC force main; one-hundred twenty (120) lineal feet of 12- inch diameter jack and bore; one (1) central lift station; sanitary connection to FPUA's existing sanitary tranmission system; restoration and miscellaneous appurtenances.	Ongoing	Gravity Sewer Main Installation, New pump Station Install
Annual Sewer Repair	City of Fort Lauderdale 949 N.W. 38th Street Fort Lauderdale, FL 33309	Terrance Bray 954-696-0166 Tbray@fortlauderdale.com	$9,035,742.17	Work order contract consisting of furnishing all labor, materials and equipment for emergency construction services for the replacement of the following water and wastewater utilities: Gravity Sanitary Sewer Pipe (4" - 36") at varing depths and manholes; Water main (4" - 36") at varing depths and associated fittings, valves, and FHs; Roadway milling and restoration. Recently completed in December 2020, 3400 LF of 8" Gravity Sanitary Sewer main within residential roadways along with asscoiated road restoration.	Ongoing	Gravity Sewer Repair, Force Main Repair, Water Main Repair

Emergency Replacement of 120 LF of 16-inch DIP along the Venetian Causeway	City of Miami Beach 451 Dade Boulevard Miami Beach, FL, 33139	Mariana Evora 305-673-7000 MarianaEvora@miamibeachfl.gov	$322,983.34	The work consisted of demoing 120 LF of 16" Ductile Iron water main and pipe hangars on the side of the Venetian Causeway bridge, and replacing it with 120 LF of 20" HDPE and new pipe hangars. This was an emergency work order by the City of Miami Beach.	Feb-22	Water Main Demo and Replacement on a bridge
Deerfield Beach Lift Station #25	City of Deerfield Beach 200 Goolsby Blvd Deerfield Beach, FL, 33442	Priscilla Cygielnik 954-616-7046 Pcgielnik@deerfield-beach.com	$412,000.00	The Work consisted of construction of a new 20' wastewater lift station and demolition of the existing station. Installation of a new forcemain to exisitng forcemain in service.	Jan-22	New Pump Station Install, Demo Exisiting Pump Station
B-22 Pumping Station Replacement	City of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	Terrance Bray 954-696-0166 Tbray@fortlauderdale.com	$457,641.00	B-22 PS was a duplex station equipped with centrifugal pumps in a dry well configuration, it was demoed and removed. The station was at the end of its useful life and was replaced with a prefabricated submersible package odorless station. 200 LF of HDPE 4-inch force main was installed to replace the existing Cast Iron force main.	Mar-22	New Pump Station Install, Demo Exisiting Pump Station
Neighborhood Road Program Year 1- District 2 15th, 16th, 17th, & 18th Avenue North	City Of Lake Worth Water Utilities Administration 301 College Street Lake Worth, FL 33461	Giles Rhodes 561-586-1640 grhoads@LakeWorth.org	$4,339,626.20	Construction of Roadway Potable Water and Sanitary Sewer Improvements. Complete roadway restoration in a residential neighborhood.	Oct-18	Road Restoration
WTP Finished Water Meter	City of Tamarac 6011 Nob Hill Road Tamarac, FL, 33321	Earl Henry 954-597-3758 Earl.Henry@tamarac.org	$432,010.00	The project consists of removing and replacing existing underground yard piping, installing new magnetic flow meters, access vault and bypass piping and modifying the existing fluoride injection point. The project also includes connecting the new flow meters to the plants existing SCADA system and replacing a monitoring well.	Apr-22	Remove and Replace Flow Meter
Transmission Main Project	City of Longwood 175 Warren Avenue Longwood, Florida 32750	Shad Smith, P.E. (407)260-3447 ssmith@longwoodfl.org	$3,722,162.40	Construction of approximately 17,270 linear feet of 16- inch wastewater force main connecting the City of Longwood's Wildmere Lift Station force main to the City of Altamonte Springs sanitary sewer system via open cut method. Installation of 30" steel casing via Jack and Bore underneath railroad tracks. Installation of 7,420	Nov-18	Directional Drilling, Lining

Lincoln Park Water Main Improvements	City of Arcadia 23 North Polk Avenue Arcadia, FL 34266	Julie L. Karleskint, PE 941-960-4983 jkarleskint@hazenandsawyer.com	$1,686,156.00	Installation of 8,631 LF of potable water system including services using open cut methods, slip lining of 1759 LF of gravity sewer and reinstallation of services, directional drill of 1,425 LF HDPE pipe under drainage culverts, open cut installation of 5101 LF PVC sanitary sewer, reconnection and replacement of services, and replacement of 25 manholes along with patching of asphalt, milling and resurfacing of asphalt services, and complete installation of a	Mar-21	Slip Lining, Culverts, Road Restoration and Pavement Patching
Jenada Isles Utility Improvement Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL, 33069	David Archaki darchacki@wiltonmanors.com 954-390-2190	$1,119,717.50	The project includes the repacement of approximately 4,000 linear feet of water main along with the replacement of existing water services, water meters, water meter boxes, valves, and fire hydrants within the project limits along with all necessary restoration. The water main replacement shall be completed by primarily using pre-chlorinated pipe bursting construction methods along with a limited sement to be replaced using horizontal directional drill construction methods. The project also includes the replacement of approximately 400 linear feet of sanitary force main and associated valves and connections, which shall be installed using horizontal	Dec-21	Pipe Bursting, Directional Drilling, Water Main Installation
Boggy Creek-Narcoossee Road Water Main Extension	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	Edwin Matos, P.E (407)-944-5000 Ematos@tohowater.com	$5,451,942.71	Constructed approximately 4,540 linear feet of 24-inch D.I.P. potable water main and approximately 5,400 linear feet of 30-inch PE (DR-11) potable water main via directional bore methods. The project includes various connections to existing infrastructure, existing asphalt roadway open cut and repairs, extensive maintenance of traffic and the usual appurtenances.	Mar-21	Directional Drilling, Water Main Installation
McMullen Booth Road and SR 580 Water Main Improvements	Pinellas County Board Of Commissioners 400 S. FT. Harrison Ave Clearwater, FL 33756	Dale Laird, P.M. (727)464-8883 dlaird@pinellascounty.org	$1,255,203.00	Procure and install approximately 3,000 linear feet of 16- inch parallel water main from North of County's Valve 30JS-WV3003 to McMullen Booth Road and SR 580 intersection to the south and approximately 30-ft of 12- inch parallel water main at the intersection of McMullen Booth Road and SR 580. The pipe was installed using open cut and horizontal direction drilling.	Nov-19	Road Restoration major roadway, MOT in DOT ROW
E-3, E-4 AND G-9 WASTEWATER PUMP STATION IMPROVEMENTS	TOWN OF PALM BEACH 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401	Jason Debrincat, P.E (561 290 0956) jdebrincat@TownOfPalmBeach.com	$1,190,050.00	Performed wastewater pump station improvements for Town of Palm Beach lift stations E-3, E-4 and G-9. Scope consisted of complete rehabilitation of the pumping sewer system including wetwells structures, valve vaults, installation of new mechanical piping, use of bypass pumps, installation of new electrical control panels and instrumentation, odor control, telemetry/RTU system, interior coating of the wetwell structures and general restoration.	Mar-20	Coastal, low lying, tidally influenced areas. Hard Rocky Surface Conditons. Narrow ROW and Congestion.
East Water Treatment Plant Renovations Raw Water & Concentrate Main, City of Miramar	City of Miramar Utilities Department, 13900 Pembroke Rd, Miramar, Florida, 33027	Junior A. Francis 954-544-0631 jafrancis@miramarfl.gov	$2,137,169.00	This Design-Build project included the installation of seven directional drill of 14" and 18" HDPE totaling 5,000 LF and open cut installation of 5,520 LF of 10" to 24" PVC pipe for the raw water main and reject main needed to connect this WTP to the new wells drills. As well as Rehabiliation of the east water treatment plant.	May-20	Directional Drilling

Emergency Water Main Repair on Venetian Causeway Bridge East of Dilido Island	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Lys Desir Jr 305-673-7083 LysDesir@miamibeachfl.gov	$247,550.00	Emergency Replacement of 180 LF of 16-inch Cast Iron with 20-inch HDPE pipe and 20 LF of 16-inch Cast Iron with Ductile Iron on a bridge.	Mar-19	Coastal, low lying, tidally influenced areas. High Water Table.
Emergency Replacement of 180 LF of 20" WM on the South East Side of the MacArthur Causeway Bridge	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Eugene Egemba, P.E. (305)-673-7080 EugeneEgemba@miamibeachfl.gov	$599,830.00	Replacement of 180 LF of 20-inch Water Main attacehd to the south side of the MacArthur Bridge deck.	Sep-19	Coastal, low lying, tidally influenced areas. High Water Table.
Emergency Repair of the 8-inch Force Main under the LaGorce Bridge	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Eugene Egemba, P.E. (305)-673-7080 EugeneEgemba@miamibeachfl.gov	$239,580.00	Emergency Repair of the 8-inch Force Main under the LaGorce Bridge	Feb-19	Coastal, low lying, tidally influenced areas. High Water Table.
Irma12017 Water Main Transmit Project	City of Miami Beach Public Works Department - 451 Dade Boulevard Miami Beach, FL 33139	Jose Rivas P.E. (305) 673-7080 Joserivas@miamibeachfl.gov	$219,230.00	Emergency replacement of the essential 20-inch HDPE Water Main transmission line damaged by Hurricane Irma under the Venetian Causeway Bridge	Dec-17	Coastal, low lying, tidally influenced areas. High Water Table.
Waters Edge Residential and River Ridge Golf Course Reclaimed Water Transmission Main	Pasco County Purchasing Department 8919 Government Drive New Port Richey, FL 34654	Ivan Martinez (813) 235-6189 imartinez@pascocountyfl.net	$2,826,605.00	Project included five directional drills of 18" HDPE (631 LF, 278 LF, 1003 LF, 1277 LF, and 302 LF) and open cut installation of 14,700 LF of 16" DIP for a critical reuse project along a busy corridor.	Oct-18	Directional Drilling, Major Roadway.
Simpson Road 30" Water Main Project	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	Edwin Matos, P.E (407)-944-5000 Ematos@tohowater.com	$2,084,625.00	Installation of approx. 3200 LF of 30" DIP Water Main and 1300 LF of 30" Fusible PVC via HDD along an Osceola County Roadway.	Sep-17	Directional Drilling, Major Roadway, Road Restoration
Water Main Extension Connecting SR15 to SR80	Palm Beach Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Joseph Tanecredi, P.E. (561)- 493-6088 Jtanecredy@pbcwater.com	$687,900.00	Installation of approx. 6500 LF of a new 16" water main connecting to the existing 12" water main on a State Road 15 to the 16-inch water main along State Road 80.	Oct-17	MOT in DOT ROW on Primary Hwy
City-Wide High Tide Mitigation Project	City of Miami Beach Public Works Department - 1700 Convention Center Drive, Miami Beach, FL 33139	Eugene Egemba, P.E. (305)-673-7080 EugeneEgemba@miamibeachfl.gov	$3,346,512.66	Installation of approximately 200 inline backflow prevention valves and 11 large drainage structures over on the City's stormwater outfalls throughout the City also included the installation of small water mains and valves, and 400 LF of 42" RCP Drainage Piping.	Nov-17	Coastal, low lying, tidally influenced areas. High Water Table. Resort Areas.
Flamingo Road Reclaimed Water Main Project	City of Miramar Water Utilities Dept. 13900 Pembroke Road, Miramar, FL 33027	Ronnie Navarro Director of Operations 954.883.6825 rsnavarro@miramarfl.gov	$1,260,000.00	Design-Build Project Included Installation of approx. 9,500 LF of 8-Inch HDPE and PVC reclaimed water main along the Flamingo Road via Horizontal Directional Drill and via open cut.	Jun-17	Directional Drilling
C-14 Canal Force Main	Broward County Water & Wastewater Engineering Division 2555 W. Copans Road, Pompano Beach FL 33069	Micheal Hagerty P.E (954) 831-3217 Mhagerty@broward.org	$1,915,200.00	Installation of approx. 3700 LF of 30-Inch DIP Force Main along the C-14 Canal Bank and 624 LF of 36" HDPE via Horizontal Directional Drill across Rock Island Road.	Oct-18	Directional Drilling
NW 18th Street Force Main Construction	City of Margate Engineering Department 901 NW 66th Avenue, Margate, FL 33063	Curt Keyser Director (954) 972-0828 Ckeyser@margatefl.com	$437,498.00	Installation of 2,690 LF of 8" DIP Water Main on NW 18th Street. Project also included a crossing of Rock Island Road, a directional drill across a canal, and roadway restoration in an urban environment.	May-16	Directional Drilling, Roadway Restoration

17700 Collins Avenue- Residence Inn Marriott	17700 Collins Ave Owner, LLC 1065 Kane Concourse, Suite 201, Bay Harbor Islands, FL 33154	David Wolfe (954) 650-7437 Davidjwolfe@icloud.com	$235,600.00	Installation of water, sewer connections for service to this development. Also installed stromwater improvements including several large well structures onsite.	Aug-16	Resort Areas
Water Main and Force Main Aerial Crossing Replacement	Palm Beach Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Joseph Tanecredi, P.E. (561)- 493-6088 jtanecredy@pbcwater.com	$534,236.20	Project Included Installation of 8-inch to 12-inch DIP water main and force main aerial crossing replacements on three bridges.	Feb-16	Long and Short Span Bridges
Roadway Improvements Various Project Areas	City of Miami Beach Public Works Department - 1700 Convention Center Drive, Miami Beach, FL 33139	Jose Rivas P.E. (305) 673-7080 Joserivas@miamibeachfl.gov	$650,253.00	Project Drainage Structure & Piping Installation to 24" diameter with full roadway reconstruction including curb & gutter & sidewalks.	Mar-16	Roadway Restoration, Resort Area.
Reclaimed Water Main- Area 11 A	City of Delray Beach, FL 434 S. Swinton Avenue, Delray Beach, FL 33444	Steve Dellaquila PM (561) 504-0321 Dellaquillas@mydelraybeach.com	$800,000.00	Installation of 18" Reclaimed Water main via open cut and directional drill in downtown Delray Beach. Project included roadway restoration in an urban environment.	2014	Directional Drilling, Road Restoration.
Reclaimed Water Main- Area 11 B	City of Delray Beach, FL 434 S. Swinton Avenue, Delray Beach, FL 33444	Steve Dellaquila PM (561) 504-0321 Dellaquillas@mydelraybeach.com	$1,200,000.00	Installation of over 8,000 LF of 4", 6", 10" Reclaimed Water Mains and RWM Services throughout residential neighborhoods. Project included roadway restoration in an urban environment.	2014	Road Restoration

25-071B - Coquina Cove Drainage Improvement Project - Grant Funded - Compliance Review

	Laser Engineering, Inc. Att: Blake Lowe 7805 SW Ellipse Way Unit 9A Stuart, FL 34997 (561) 718-2098 (772) 888-2825 blake@lasereng.net	Southern Underground Industries, Inc. Att: Frank D'Alessandro 794 S. Military Trail Deerfield Beach, FL 33442 (954) 590- 0322 Bids@southernundergroundindustries.com frankd@southernundergroundindustries.com	Foster Marine Contractors Att: Jodi Feliu 3180 Fairlane Farms Rd, Ste 1 Wellington, FL 33414 (561) 683-0034 jodi@foster-marine.net mike@foster-marine.net	Man-Con Incorporated Att: Kate Hill 3460 SW 11th Streetz Deerfield Beach, FL 33442 3020 Fairlane Farms Rd Ste 1 Wellington, FL 33414 (954) 427-0230 estimating@mancon.ws	Hinterland Group, Inc. Att: Daniel Duke 2051 W Blue Heron Blvd Riviera Beach, FL 33404 (561)640-3503 info@hinterlandgroup.com	CK Contractors and Development, LLC 1100 Technology Place Ste 122 West Palm Beach, FL 33407 Att: Michael Smith (561) 932-1070 Ext. 105 msmith@ckcdllc.com qmiddleton@ckcdllc.com
Schedule/Specifications	**Submission 1**	**Submission 1**	**Submission 1**	**Submission 1**	**Submission 1**	**Submission 1**
Indemnification	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
Bid Schedule Form	$5,209,366.00	$5,837,821.00	$5,949,907.00	$6,244,255.00	$8,920,394.00	$9,848,375.00
Permit Fee Allowance	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Fence and Landscaping Allowance	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
Bid Security Requirements						
Uploaded a scanned copy of the bid bond	Yes	Yes	Yes	Yes	Missing Surety Signature	Missing Surety Signature
Amount must be 5% of total bid price	Yes	Yes	Yes	Yes	Yes	Yes
Issued by a surety authorized to operate in Florida	Yes	Yes	Yes	Yes	Yes	Yes
Deliver the original bid bond	Yes	Yes	Yes	Yes	Yes	No
Documents Uploaded						
Non Collusive Affidavit & Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes
Scrutinized Companies Affidavit	Yes	Yes	Missing Notary Seal	Yes	Yes	Yes
E-Verify Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Foreign Entity Ownership Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
AntiHuman Trafficking Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Proof of State Certified or County Competency License	Primary: Florida dbpr Certified Underground Utility & Excavation Contractor - Blake W. Lowe Lic# CUC1225688 Exp. 8/31/26; Sub-Contractors: Certified General Contractor - (The Paving Lady) Mauro Comuzzi Lic. # CGC1524317 Exp. 8/31/26, Certified Building Contractor - (RJH Contracting Services LLC) Terrell Thornberry Taylor Lic. # CBC1253685 Exp. 8/31/26, Certified General Contractor (Impact Site Development of Florida, LLC) Ricardo A. Franco Lic. # CGC1512866 Exp. 8/31/26.	Primary: Florida dbpr Certified General Contractor - Robyn Orta Lic# CGC1511806 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - Belseri L. Comerford Lic.# CUC1224635 Exp. 8/31/26; Subcontractors: Certified General Contractor - (C&R Milling & Paving Inc.) Rene W. Taylor Lic. # CGC1517987 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - (A&M Brothers Concrete Corp.) Aquilino Frank Melo Lic. # CUC1225593 Exp. 8/31/26.	Primary: Florida dbpr Certified General Contractor - Jodi Marie Feliu Lic. # CGC1534961 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - Gary F. Czajkowski Lic. # CUC057102 Exp. 8/31/26, FDOT Approved TTC- Advanced Certficate # 627415 Exp. 7/30/28, GHS & OSHA Hazardous Communication for Jodi Feliu Completion Dt 1/16/18, OSHA 10 Hour Outreach Training Program for Jodi Feliu Completion Dt 1/10/18, OSHA 10 Hour Outreach Training Program for Michael Czajkowski Completion Dt 2/3/18, Qualified Stormwater Management Inspector - JC Solomon Inspector # 48507; Subcontractors: Dennis J Leavy & Associates, Inc.- Surveyor Business License # LB6599 Exp. 2/28/27, Certified General Contractor - Richard A. Petrillo Lic. # CGC1508179 Exp. 8/31/26, (Unverified) Fine-Line Striping Inc. Lic # U-21886, Pathway Enterprises, Inc. Lic. # U-17966	Primary: Florida dbpr Certified General Contractor - Anthony J. Mancini Lic. # CGC1526881 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - Guy A. Mancini Lic. # CUC056856 Exp. 8/31/26; Subcontractors: Certified General Contractor - Rapid Milling & Paving LLC Lic. # CGC1508179 Exp. 8/31/26, Certified General Contractor - Concrete Pro Inc. Lic. # CGC1526042 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - Concrete Pro, Inc. Lic. # CUC1224684 Exp. 8/31/26, Surveryor Business - Compass Point Surveyors Lic. # LB7535 Exp. 2/28/27, Certified General Contractor - Trio Development Corp Lic. # CGC011008 Exp. 8/31/26	Primary: Florida dbpr Certified General Contractor - Daniel A. Duke III Lic. # CGC1520354 Exp. 8/31/26, Certified Underground Utility & Excavation Contractor - Daniel A. Duke III Lic. # CUC1224634 Exp. 8/31/26, Certified Building Contractor - Daniel A. Duke III Lic. # CBC1255077 Exp. 8/31/26, Certified Electrical Contractor - Charles J. Breig Lic. # EC13003615 Exp. 8/31/26; Subcontractor: Certified General Contractor - Rapid Milling & Paving LLC Lic. # CGC1508179 Exp. 8/31/26	Primary: Florida dbpr Certified Underground Utility & Excavation Contractor - William C. George Lic. # CUC1225211 Exp. 8/31/26; Subcontractors: Certified General Contractor - The Paving Lady Lic. # CGC1524317 Exp. 8/31/26
Florida State Business Registration	Yes	Yes	Yes	City/County Business Tax	Yes	City/County Business Tax
Certificate of Insurance	Yes	Yes	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes	Yes	Yes
Anti-Kickback Affidavit	Yes	Yes	Yes	Yes	Missing Signature	Yes
Trench Safety Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Completed Fields/Acknowledgements						
Certification	Completed	Completed	Completed	Completed	Completed	Completed
Vendor Drug Free Workplace	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Bidder's Qualification Statemetn	Completed	Completed	Completed	Completed	Completed	Completed
Scrutinized Companies Determination	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
E-Verify	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Firm's Primary Ownership	Completed	Completed	Completed	Completed	Completed	Completed
Palm Beach County Inspector General	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
References	(3) References	(4) References	(5) References	(5) References	(5) References	(3) References
Subcontractors	(3) Subcontractors	(2) Subcontractors	(4) Subcontractors	(4) Subcontractors	(1) Subcontractors	(2) Subcontractors
Conflict of Interest	No	No	No	No	No	No
Addenda Acknowledgement (1 & 2)	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Subtotal Contract Amount:	$5,244,391.00	$5,872,846.00	$5,984,932.00	$6,279,280.00	$8,955,419.00	$9,883,400.00
Comments:						

BUDGET ADJUSTMENT (TRANSFER) REQUEST

Finance Department

Fiscal Period: FY: 24-25

From: Utilities - Coquina Cove Drainage Improvement Project UTL 25-071B

Date: 8/13/2025

Account Number	Description	Project Number	* Budget Data Only			* Expend as of:	
			Present Budget	Adjustment Increase (Decrease)	Adjusted Budget	Expenditures & Encumbrances	Unencumbered Balance
403-5000-538.65-09	Coquina Cove Wtr/Stm Impr Stormwater	UC2102	$2,287,261	$541,392	$2,828,653	$220,927	$2,607,726
403-5000-535.65-04	Coquina Cove Wtr/Stm Impr Wastewater	UC2102	$2,049,905	$436,736	$2,486,641	$34,698	$2,451,943
403-5000-533.65-02	Coquina Cove Wtr/Stm Impr Water	UC2102	$2,059,507	-$626,786	$1,432,721	$32,260	$1,400,461
403-5000-535-65.04	SE 1st. - Central Seacrest Corridor (Phase 3) - Sewer	UC2103	$1,547,598	-$351,342	$1,196,256	$286,519	$909,737
					$0		$0
					$0		$0
					$0		$0
					$0		$0
					$0		$0
					$0		$0
					$0		$0
					$0		$0
					$0		$0
* Use Whole Dollars Only	TOTALS		$7,944,271	$0	$7,944,271	$574,404	$7,369,867

Justification of Transfer: Budget Transfer - To fund the Coquina Cove Improvement Project to address the chronic flooding issues in the neighborhood by constructing significant stormwater, water, and sewer infrastructure improvements.project and contingency, as well as to allocate the funds accurately across the stormwater, wastewater, and potable water accounts.

See attached email & Docs.

Approvals:

Department Head: Poonam Kalkat

Finance Budget Mgr:

Finance Director:

City Manager:

Budget Office Use Only

Document # _____

Group #

Posted By:

Account Balance Inq

403-5000-538.65-09

Collapse All

Account information

UTIL CONST IN PROGRESS / R&R - STORMWATER

Fiscal year: 2025	Dr
Budget:	9,597,885.00
Committed:	1,305,249.18
Balance:	8,292,635.82

Project Data

Project Entry Required		
STM029	Lakeside/20 Ave	
STM031	Stormwater Misc	
STM032	Stormwater Impr	
STM035	HEART OF BOYNTO	
STM036	VENETIAN/TREASU	
ST2001	RAINGARDENS & B	
ST2301	Quantum Pk-Stor	
ST2302	Lake Boynton E.	.00
ST2401	Lake Shore H.Ca	.00
ST2402	Chapel Hill Sto	800,000.00
ST2403	S. Atlantic & A	10,000.00
ST2404	430 Hoadley Rd	15,000.00
ST2405	E. Palm Rd & Al	30,000.00
ST2501	CIPP Campanelli	200,000.00

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,287,261.00	4,086,665.00
Posted amount	127,062.21	262,467.32
Unposted amount	250.00	250.00
Posted encumbrance	93,614.81	93,614.81
Unposted encumbrance	.00	.00
Total	220,927.02	356,332.13
Balance	2,066,333.98	3,730,332.87

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	576,395.59	576,395.59
03 December	25,746.75	602,142.34
04 January	80,161.42	682,303.76
05 February	8,877.45	691,181.21
06 March	38,194.02	729,375.23
07 April	24,475.10	753,850.33
08 May	4,233.75	758,084.08
09 June	66,014.25	824,098.33
10 July	103,651.33	927,749.66
11 August	250.00	927,999.66
12 September	.00	927,999.66

Payment information

Vendor (* indicates pending)	Total
SOUTH FL WATER MGMT DIST	500.00
AECOM TECHNICAL SERVICES, INC.	126,812.21
BAXTER & WOODMAN, INC.	41,663.15
B & B UNDERGROUND CONSTRUCTION	567,944.43
INLINER SOLUTIONS, LLC	147,748.85
LORI LEHR INC	139,865.00

Encumbrances

PO #	Vendor	Balance

191253	THE MERCHANT STRATEGY	.00
211392	AECOM TECHNICAL SERVI	93,614.81
220936	BAXTER & WOODMAN, INC	2,879.07
230742	B & B UNDERGROUND CON	.00
231617	INLINER SOLUTIONS, LL	22,100.00
231626	LORI LEHR INC	.00
241589	FOUNTAIN DESIGN GROUP	.00
241716	INLINER SOLUTIONS, LL	43,655.00
251586	COLLIERS ENGINEERING	143,800.64

Pre Encumbrances

Type	Req/PO	Project
RQ	0000091545	UC1802

Segment/Balance Details

Fund	403	UTILITY GENE
Department	50	GASB 87
Division	00	RESERVES
Activity basic	53	PHYSICAL ENV
Sub activity	8	FLOOD CNTRL/
Element	65	UTIL CONST I
Object	09	R&R - STORMWATER

Unposted encumbrances	.00	
Pre-encumbrances	71,200.00	
Total Exp & Enc	1,305,249.18	13.6 %
Unencumbered balance	8,292,635.82	86.4 %

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,287,261.00	4,086,665.00
Posted amount	127,062.21	262,467.32
Unposted amount	250.00	250.00
Posted encumbrance	93,614.81	93,614.81
Unposted encumbrance	.00	.00
Total	220,927.02	356,332.13
Balance	2,066,333.98	3,730,332.87

Account miscellaneous | Budget miscellaneous | Encumbrances | Pre-encumbrances | Detail by date | Detail by code | Detail by year & period | Pending by date | Pending by code | Pending by year & period | Procurement card transact.

Account Balance Inq

403-5000-535.65-04

Collapse All

Account information

UTIL CONST IN PROGRESS / R&R - SEWER

Fiscal year:	2025 Dr
Budget:	23,063,420.00
Committed:	14,537,573.54
Balance:	8,525,846.46

Project Data

Project Entry Required

STM029	Lakeside/20 Ave	
SWR059	Manhole Rehabil	
SWR064	Sewer Pipe Reha	
SWR075	Pump Replacemen	
SWR102	Odor Ctrl Sys M	
SWR108	Submaster L.S.	
SWR111	Purchase of Gen	
SWR112	SCADA Sys Repl	.00
SW1602	REPLACE SEWER T	79,645.46
SW1603	Lift Station 30	.00
SW1801	Sewer System Pi	708,007.65
SW1802	OCEANRIDGE EXPA	.00
SW1901	Lift Station Co	188,987.60
SW1903	ForceMain fr ML	.00

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,049,905.00	2,703,932.00
Posted amount	16,834.06	20,956.08
Unposted amount	.00	.00
Posted encumbrance	17,863.82	17,863.82
Unposted encumbrance	.00	.00
Total	34,697.88	38,819.90
Balance	2,015,207.12	2,665,112.10

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	322,522.06	322,522.06
03 December	49,690.71	372,212.77
04 January	7,594.00	379,806.77
05 February	278,528.69	658,335.46
06 March	262,596.47	920,931.93
07 April	32,400.34	953,332.27
08 May	162,440.24	1,115,772.51
09 June	39,499.25	1,155,271.76
10 July	150,292.03	1,305,563.79
11 August	488,619.23	1,794,183.02
12 September	.00	1,794,183.02

SW2404 Odor Ctrl Sys M 60,250.00

Payment information

Vendor (* indicates pending)	Total
BARNEY'S PUMPS INC.	300,646.00
CDM SMITH, INC.	267,150.19
EXPRESS RADIO	34,175.00
FL EAST COAST RAILWAY	
TOWN OF OCEAN RIDGE	21,054.38
MISCELLANEOUS PAYMENTS	177.19
FL DEPT OF ENVIRONMENTAL PROTE	500.00
JOHNSON-DAVIS INC.	148,325.00
AECOM TECHNICAL SERVICES, INC.	16,834.06
MADSEN-BARR CORPORATION	116,992.35

CAROLLO ENGINEERS, INC.	108,786.29	
FLORIDA EAST COAST RAILWAY,LLC		
B &oB2UNDERGROUND CONSTRUCTION	2,[illegible]	

Encumbrances

PO #	Vendor	Balance
210605	CAROLLO ENGINEERS, IN	36,994.66
211392	AECOM TECHNICAL SERVI	17,863.82
211639	RPM GENERAL CONTRACTO	13,373.05
221466	PCL CONSTRUCTION, INC	292,003.85
221466	PCL CONSTRUCTION, INC	9,678,389.60
230742	B & B UNDERGROUND CON	.00
231339	SHENANDOAH GENERAL CO	
231670	INLINER SOLUTIONS, LL	
231766	JOHNSON-DAVIS INC.	
231778	CDM SMITH, INC.	
240653	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,049,905.00	2,703,932.00
Posted amount	16,834.06	20,956.08
Unposted amount	.00	.00
Posted encumbrance	17,863.82	17,863.82
Unposted encumbrance	.00	.00
Total	34,697.88	38,819.90
Balance	2,015,207.12	2,665,112.10

Pre Encumbrances

Type	Req/PO	Project	
PO	251678	UC2103	286,518.80
[illegible]			.00

Segment/Balance Details

Fund	403	UTILITY GENERAL CIP FUND	Original Budget	15,201,167.00	
Department	50	GASB 87	Revised Budget	23,063,420.00	
Division	00	RESERVES	Current expenditures	150,292.03	
Activity basic	53	PHYSICAL ENVIRONMENT	YTD expenditures	1,155,271.76	
Sub activity	5	SEWER/WASTEWATER SERVICES	Unposted expenditures	488,619.23	
Element	65	UTIL CONST IN PROGRESS	Encumbrances	12,944,990.95	
Object	04	R&R - SEWER	Unposted encumbrances	488,119.23-	
			Pre-encumbrances	286,518.80	
			Total Exp & Enc	14,537,573.54	63.0 %
			Unencumbered balance	8,525,846.46	37.0 %

Account miscellaneous | Budget miscellaneous | Encumbrances | Pre-encumbrances | Detail by date | Detail by code | Detail by year & period | Pending by date | Pending by code | Pending by year & period | Procurement card transact.

Account Balance Inq

403-5000-533.65-02

Collapse All

Account information

UTIL CONST IN PROGRESS / R&R - WATER
Fiscal year: 2025 Dr
Budget: 26,252,900.00
Committed: 16,240,961.99
Balance: 10,011,938.01

Project Data

Project Entry Required

	CRAINS	CRA INSERT WATE	
	SWR102	Odor Ctrl Sys M	
	SWR111	Purchase of Gen	
	SW2202	Lift Station 31	
	TR1601	Model Block 10t	
	UC1802	Utility-Dimmick	
	UC1803	Palmer Road & B	
	UC2101	ITS Hardware Up	.00
	UC2102	Coquina Cove Wt	2,027,247.07
	UC2103	Central Seacres	.00
	UC2201	Central Seacres	.00
	UC2203	Industrial Way	.00
	UC2401	Heart of Boynto	376,185.00
	UC2402	San Castle Imp(	278,954.86

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,059,507.00	2,993,661.00
Posted amount	19,600.56	41,600.54
Unposted amount	.00	.00
Posted encumbrance	12,659.37	12,659.37
Unposted encumbrance	.00	.00
Total	32,259.93	54,259.91
Balance	2,027,247.07	2,939,401.09

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	56,843.89	56,843.89
02 November	612,612.09	669,455.98
03 December	405,857.98	1,075,313.96
04 January	295,639.41	1,370,953.37
05 February	714,877.97	2,085,831.34
06 March	137,915.22	2,223,746.56
07 April	713,964.73	2,937,711.29
08 May	927,734.27	3,865,445.56
09 June	441,164.16	4,306,609.72
10 July	1,154,259.46	5,460,869.18
11 August	486,034.75	5,946,903.93
12 September	.00	5,946,903.93

Payment information

Vendor (* indicates pending)	Total
ARROYO PROCESS EQUIPMENT, INC	41,615.00
CDM SMITH, INC.	149,325.00
CAULFIELD & WHEELER, INC.	23,815.00
FERGUSON UNDERGROUND INC.	13,327.60
SENSUS METERING SYSTEMS	409,034.41
FL DEPT OF ENVIRONMENTAL PROTE	900.00
GLOBALTECH INC.	1,443,239.01
AECOM TECHNICAL SERVICES, INC.	36,455.37
MADSEN-BARR CORPORATION	124,097.00
FORTILINE WATERWORKS	3,660.00

CH2M HILL ENGINEERS		18,840.40
FL DEPT OF HEALTH IN PBC		1,000.00
CAROLLO ENGINEERS, INC		292,502.50

Encumbrances

PO #	Vendor	Balance
B45411	FORTILINE WATERWORKS	.00
B45432	FERGUSON UNDERGROUND	.00
B46266	FORTILINE WATERWORKS	.00
B46465	FORTILINE WATERWORKS	.00
B47986	SENSUS METERING SYSTE	.00
B47987	SENSUS METERING SYSTE	.00
B47990	SENSUS METERING SYSTE	
B47994	SENSUS METERING SYSTE	
B47995	SENSUS METERING SYSTE	
B47996	SENSUS METERING SYSTE	
B47997	SENSUS METERING SYSTE	
B47998	SENSUS METERING SYSTE	
B47999	SENSUS METERING SYSTE	
B48000	SENSUS METERING SYSTE	

Pre Encumbrances

Type	Req/PO	Project	
REQ	0000091480	WT2505	682,226.90
	WT2317	EWTP Structur./	.00

Segment/Balance Details

Fund	403	UTILITY GENERAL CIP FUND	Original Budget	12,535,166.00	
Department	50	GASB 87	Revised Budget	26,252,900.00	
Division	00	RESERVES	Current expenditures	1,154,259.46	
Activity basic	53	PHYSICAL ENVIRONMENT	YTD expenditures	4,306,609.72	
Sub activity	3	WATER UTILITY SERVICES	Unposted expenditures	486,034.75	
Element	65	UTIL CONST IN PROGRESS	Encumbrances	10,097,865.91	
Project	02	R&R - WATER	Unposted encumbrances	486,034.75-	
			Pre-encumbrances	682,226.90	
			Total Exp & Enc	16,240,961.99	61.9 %
			Unencumbered balance	10,011,938.01	38.1 %

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,059,507.00	2,993,661.00
Posted amount	19,600.56	41,600.54
Unposted amount	.00	.00
Posted encumbrance	12,659.37	12,659.37
Unposted encumbrance	.00	.00
Total	32,259.93	54,259.91
Balance	2,027,247.07	2,939,401.09

WT2413	FLRR Compliance		.00
210833	CALVIN, GIORDANO & AS	111,097.95	

Account miscellaneous | Budget miscellaneous | Encumbrances | Pre-encumbrances | Detail by date
Detail by code | Detail by year & period | Pending by date | Pending by code | Pending by year & period
Procurement card transact.

	INC.		.00
		65,410.55	
WT2506	WWTP-Elevator R	65,410.55	
221481	BROADCAST SYSTEMS	466.81	
WT2507	West Plant AC R		.00
221539	STAR CONTROLS INC.	18,550.00	
WT2508	#334 Adm Bldg A		.00
221555	GLOBALTECH INC.	35,694.43	
221711	WEST ARCHITECTURE + D	.00	
221731	TAW POWER SYSTEMS, IN	365,066.00	
230411	AMPS INC.	.00	
230448	JACOBS ENGINEERING GR	15,472.74	
230653	AMPS INC.	1,500.00	
230707	CAROLLO ENGINEERS, IN	81,487.86	
230742	B & B UNDERGROUND CON	.00	
231371	WEST ARCHITECTURE + D	67,277.25	
231485	CAROLLO ENGINEERS, IN	3,234.00-	
231485	CAROLLO ENGINEERS, IN	3,234.00	
231485	CAROLLO ENGINEERS, IN	106,366.95	
240638	GRID ONE ELECTRICAL	342,267.21	
240638	GRID ONE ELECTRICAL	31,079.13	
241035	ARROYO PROCESS EQUIPM	.00	

241097	ANZCO, INC.	4,800.00
241172	IXOM WATERCARE, INC	52,865.00
241172	IXOM WATERCARE, INC	.00
241183	CAULFIELD & WHEELER,	.00
241305	FL DESIGN DRILLING LL	.00
241406	FL DESIGN DRILLING LL	.00
241406	FL DESIGN DRILLING LL	336,316.55
241489	MCKIM & CREED, INC.	.00
241651	PBC BOARD OF COUNTY C	56,822.32
250089	MADSEN-BARR CORPORATI	.00
250090	MADSEN-BARR CORPORATI	14,961.00
250461	FERGUSON UNDERGROUND	.00
250844	SALAS O'BRIEN FLORIDA	
251057	CDM SMITH, INC.	
251071	EAST COAST CONSTRUCTI	
251180	CAROLLO ENGINEERS, IN	
251586	COLLIERS ENGINEERING	
251612	HOMRICH CORPORATION	
251665	HINTERLAND GROUP INC	

Detail

UC2102
Coquina Cove Wtr/Stm Impr

	YTD	PTD
Budget	2,059,507.00	2,993,661.00
Posted amount	19,600.56	41,600.54
Unposted amount	.00	.00
Posted encumbrance	12,659.37	12,659.37
Unposted encumbrance	.00	.00
Total	32,259.93	54,259.91
Balance	2,027,247.07	2,939,401.09

Account Balance Inq

403-5000-535.65-04

Collapse All

Account information

UTIL CONST IN PROGRESS / R&R - SEWER

Fiscal year:	2025	Dr
Budget:	23,063,420.00	
Committed:	14,537,573.54	
Balance:	8,525,846.46	

Project Data

Project Entry Required		
STM029	Lakeside/20 Ave	
SWR059	Manhole Rehabil	
SWR064	Sewer Pipe Reha	
SWR075	Pump Replacemen	
SWR102	Odor Ctrl Sys M	
SWR108	Submaster L.S.	
SWR111	Purchase of Gen	
SWR112	SCADA Sys Repl	.00
SW1602	REPLACE SEWER T	79,645.46
SW1603	Lift Station 30	.00
SW1801	Sewer System Pi	708,007.65
SW1802	OCEANRIDGE EXPA	.00
SW1901	Lift Station Co	188,987.60
SW1903	ForceMain fr ML	.00

Detail

UC2103
Central Seacrest-Phase 3

	YTD	PTD
Budget	1,547,598.00	2,513,964.00
Posted amount	.00	69,354.10
Unposted amount	.00	.00
Posted encumbrance	.00	.00
Unposted encumbrance	.00	.00
Total	286,518.80	355,872.90
Balance	1,261,079.20	2,158,091.10

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	322,522.06	322,522.06
03 December	49,690.71	372,212.77
04 January	7,594.00	379,806.77
05 February	278,528.69	658,335.46
06 March	262,596.47	920,931.93
07 April	32,400.34	953,332.27
08 May	162,440.24	1,115,772.51
09 June	39,499.25	1,155,271.76
10 July	150,292.03	1,305,563.79
11 August	488,619.23	1,794,183.02
12 September	.00	1,794,183.02

Payment information

Vendor (* indicates pending)	Total
BARNEY'S PUMPS INC.	300,646.00
CDM SMITH, INC.	267,150.19
EXPRESS RADIO	34,175.00
FL EAST COAST RAILWAY	
TOWN OF OCEAN RIDGE	21,054.38
MISCELLANEOUS PAYMENTS	177.19
FL DEPT OF ENVIRONMENTAL PROTE	500.00
JOHNSON-DAVIS INC.	148,325.00
AECOM TECHNICAL SERVICES, INC.	16,834.06
MADSEN-BARR CORPORATION	116,992.35

CAROLLO ENGINEERS, INC. 108,786.29
FLORIDA EAST COAST RAILWAY,LLC
B &oB2UNDERGROUND CONSTRUCTION 2,[illegible]

Encumbrances

PO #	Vendor	Balance
210605	CAROLLO ENGINEERS, IN	36,994.66
211392	AECOM TECHNICAL SERVI	17,863.82
211639	RPM GENERAL CONTRACTO	13,373.05
221466	PCL CONSTRUCTION, INC	292,003.85
221466	PCL CONSTRUCTION, INC	9,678,389.60
230742	B & B UNDERGROUND CON	.00
231339	SHENANDOAH GENERAL CO	
231670	INLINER SOLUTIONS, LL	
231766	JOHNSON-DAVIS INC.	
231778	CDM SMITH, INC.	
240653	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	
241392	JOHNSON-DAVIS INC.	

Detail

UC2103
Central Seacrest-Phase 3

	YTD	PTD
Budget	1,547,598.00	2,513,964.00
Posted amount	.00	69,354.10
Unposted amount	.00	.00
Posted encumbrance	.00	.00
Unposted encumbrance	.00	.00
Total	286,518.80	355,872.90
Balance	1,261,079.20	2,158,091.10

Pre Encumbrances

Type	Req/PO	Project	
PO	251678	UC2103	286,518.80
[illegible]			.00

Segment/Balance Details

Fund	403	UTILITY GENERAL CIP FUND	Original Budget	15,201,167.00	
Department	50	GASB 87	Revised Budget	23,063,420.00	
Division	00	RESERVES	Current expenditures	150,292.03	
Activity basic	53	PHYSICAL ENVIRONMENT	YTD expenditures	1,155,271.76	
Sub activity	5	SEWER/WASTEWATER SERVICES	Unposted expenditures	488,619.23	
Element	65	UTIL CONST IN PROGRESS	Encumbrances	12,944,990.95	
Object	04	R&R - SEWER	Unposted encumbrances	488,119.23-	
			Pre-encumbrances	286,518.80	
			Total Exp & Enc	14,537,573.54	63.0 %
			Unencumbered balance	8,525,846.46	37.0 %

Account miscellaneous | Budget miscellaneous | Encumbrances | Pre-encumbrances | Detail by date
Detail by code | Detail by year & period | Pending by date | Pending by code | Pending by year & period
Procurement card transact.

SOUTUND-02 REYNOLDSMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Mallory Reynolds
PHONE (A/C, No, Ext): (407) 998-4134 FAX (A/C, No):
E-MAIL ADDRESS: mallory.reynolds@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Employers Insurance Company of Wausau	21458
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Underground Industries, Inc.
794 South Military Trail
Deerfield Beach, FL 33442

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		VRS0008206	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Contractors Pollutio						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			AS6Z91471781025	6/1/2025	6/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			VES0005055	6/1/2025	6/1/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		WCCZ91471781015	6/1/2025	6/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractors Pollutio			VRS0008206	6/1/2025	6/1/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BID NO. 25-071B

Project: Coquina Cove Drainage Improvement

City of Boynton Beach is included as additional insured with respect to general liability when required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Coquina Cove

NE 15th Ave
NE 15th Pl
N.Federal.Hwy
Ocean Inlet Dr
Murano Bay Dr
Shore Dr
North Rd
West Rd

1 INCH = 120 FEET

Map Created By: Greg Owens
Date: May 26th, 2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-234- Approve amendment to the original Sole Source agreement with Barney's Pumps, Inc. with an increase of $100,000, resulting in the new not-to-exceed amount of $500,000 annually to allow the City to save tax savings as part of a direct owner purchase.

Requested Action: Staff recommends approval of Proposed Resolution No.R25-234.

Explanation of Request: On April 14, 2025, Commission approved a sole source agreement with Barney's Pump, Inc. to provide parts, repairs, and replacements for pumping station pumps in an amount not to exceed $400,000 annually.

The Utilities Department has identified an opportunity to procure a pump through direct owner purchase, bypassing contractor markup and third-party procurement fees. This approach would reduce the total cost of the equipment by an estimated $4,000. To proceed with this purchase, an increase of $100,000 in the Department's annual expenditure limit, with the new amount not to exceed $500,000 annually, is required.

The additional budget amount will only be used on an as needed basis.

How will this affect city programs or services? The proposed increase in the expenditure limit will allow the Utility pumping stations to continue to operate efficiently, ultimately, providing better service and value to its customers. The net impact to the budget remains favorable and supports fiscal responsibility.

Budgeted Item: Yes

Account Line Item and Description: Utilities CIP account 403-5000-535-65.04, SWR075 Pump Replacement Program R&R.

Fiscal Impact: Funds are budgeted and available.

Attachments:
R25-234 Agenda_Item_3537-2025_Resolution_for_Amendment_to_Increase_Annual_Expenditure.docx
Exhibit A to Resolution - SIGNED City of Boynton Beach Amendment 1 to AGreement Home

Sole Source.pdf
Sole Source Agreement - BPI signed.pdf
R25-102 Resolution-Agreement.pdf
Signed City of Boynton Beach Agenda Item Request.pdf

RESOLUTION NO. R25-234

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND BARNEY'S PUMPS, INC. TO INCREASE THE ANNUAL EXPENDITURE BY $100,000; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on March 21, 2025, the City and Barney's Pumps, Inc. ("Vendor") entered into a Sole Source Agreement for HOMA Products, OEM Parts, Services, Repairs, and Warranty for HOMA Pump Technologies, Inc. Pumps ("the Agreement"), approved by Resolution No. R25-102 on April 15, 2025; and

WHEREAS, the Parties desire to amend the Agreement to increase the annual expenditure from an amount not to exceed $400,000 to an amount not to exceed $500,000; and

WHEREAS, the proposed increase in the annual expenditure will allow the Utility pumping stations to continue to operate efficiently, providing better service to customers; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Amendment No. 1 to the Agreement between the City and Barney's Pumps, Inc. to increase the annual expenditure by $100,000 ("the Amendment").

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Amendment, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of the Amendment and this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

RESOLUTION NO. R25-234

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BARNEY'S PUMPS, INC. FOR HOMA SUBMERSIBLE PUMPS, PARTS AND ACCESSORIES

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Barney's Pump, Inc., a Florida corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

Whereas, the City and Barney's Pump, Inc. ("Vendor") entered into a Sole Source Agreement for HOMA Products, OEM Parts, Services, Repairs, and Warranty for HOMA Pump Technologies, Inc. Pumps, approved by Resolution No. R25-102 on April 15, 2025; and

Whereas, the Parties desire to amend the Sole Source Agreement, increasing the not-to-exceed amount per year from $400,000 to $500,000; and

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Award Amount Threshold Increase. The maximum amount to be paid by the City pursuant to this Agreement. The Agreement is hereby increased from $400,000.00 to $500,000.00 per year.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The effective date of this Amendment shall be the date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, Mayor

____ day of _____, 202__

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

Barney's Pump, Inc.

By_____
Authorized Signer

Natalie DB. Albritton, Credit & Contracts Manager
Print Name and Title

15th day of August, 2025

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BARNEY'S PUMPS, INC., FOR HOMA SUBMERSIBLE PUMPS, PARTS AND ACCESSORIES

This Agreement is made as of this _21st_ day of _March__, 2025_, by and between Barney's Pumps, Inc., with a principal address of 2965 Barney's Pumps Place, Lakeland, FL 33812 with our Coral Springs Branch address of 12080 NW 40th Street, Coral Springs, FL 33065, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City needs to purchase pumps, parts, and accessories for the lift stations, and

WHEREAS, the Vendor is the Sole Source, to provide HOMA products, OEM Parts, service repairs, and warranty for HOMA Pump Technologies, Inc. Pumps; and

WHEREAS, per the procurement policy, SECTION X. ALTERNATIVES TO FORMAL SEALBIDS 5. Allows for Sole Source Services and Purchases, and

WHEREAS, the definition of a Sole Source Purchase allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available.

WHEREAS, This may include, without limitation, repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, or patented or propriety item, and

WHEREAS, the Vendor has provided the applicable letter to the City that meets the Sole Source Procurement Exemption, and

WHEREAS, the City desires to engage Vendor to provide HOMA pumps, parts, and accessories (the "Goods") on an as-needed basis; and

WHEREAS, Vendor has agreed to provide the Goods in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **GOODS:** Vendor shall provide all equipment, materials, and labor necessary to provide Goods on an as-needed basis. Vendor shall provide all Goods and perform any services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Goods be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING GOODS:**

    a. Direct Orders. Orders valued at less than $10,000 total, or which, in the City's determination, requires immediate acquisition, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Goods via email to the Vendor describing the quantity and type of Goods, fee, delivery time, and reference to this Agreement. All such Goods shall be provided and invoiced under the terms of this Agreement. Orders shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each delivery, the Vendor will submit an individual invoice of said order indicating the date of delivery, the description and quantity of the goods, and the rates charged in accordance with the Agreement.

    b. Task Orders. The City may issue a Task Order for purchases valued at $10,000 or more and/or for specific orders that may require a detailed scope of work, specific delivery dates, or other special terms necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A**. All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall provide all Goods and perform all services required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Goods provided and services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Four Hundred Thousand Dollars ($400,000) ("Fee"). The Fee is based on the Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any

pumps, parts, and accessories shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the provisions of Goods and rendition of the services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on March 21, 2025, and shall remain in effect through March 21,2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Goods. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Barney's Pumps, Inc.
P.O. Box 3529
Lakeland, FL 33802

Telephone: 863-665-8500
Email: kingj@barneyspumps.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable

P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the type and quantity of the Goods and dates(s) of delivery. Invoices may be submitted after such Goods are delivered; however, all Goods delivered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for Goods actually ordered and received pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of Goods and services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

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

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for Goods provided and services performed through the termination date.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver

of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

33. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

34. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

BARNEY'S PUMPS INC.

(Signature), Barney's Pumps, Inc.

Natalie DB. Albritton

Print Name of Authorized Official

Credit & Contracts Manager

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____ *Task Order*

Vendor: _____
Procurement: _____

1. **Task/Project**. _____

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____(days/weeks/months) after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the _____Agreement, dated _____, by and between the City of Boynton Beach and _____.

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed.**

Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task Order and PO were emailed to the Vendor.

VENDOR: Barney's Pumps, Inc.

By: _____

Print Name: Natalie DB. Albritton
Credit & Contracts Manager

Date: March 21, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 202___

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

BARNEY'S PUMPS INC.
LAKELAND • CORAL SPRINGS • JACKSONVILLE

12080 NW 40th STREET
CORAL SPRINGS, FL 33065-7602
PHONE (954) 346-0669
FAX (954) 346-0993

February 5, 2025

Andrew Rozwadowski , CPPB
City of Boynton Beach
Financial Services
100 E. Ocean Ave.
Boynton Beach, Florida 33435

Dear Andrew,

Please find enclosed Homa Pump Technology's current Price List along with our Authorized Distributor Letter. We are pleased to offer the City a [redacted] therefore the purchase price can be obtained by multiplying the prices in the list by [redacted] We will mail you any updates to the price list as we receive them.

In addition, I have enclosed Barney's Pumps Rail System Price List. The City's purchase price can be found in the rightmost column. Should we provide any labor, our rate is [redacted] per hour.

Please note that the price lists contain Trade Secret information and, as such, are exempt from Florida Statutes Chapter 119.07 (Public Records Laws).

Please contact me if you have any questions.

Thanks.

Jim King

Jim King
Municipal Account Manager
Mobile: 561-596-7018
Email: kingj@barneyspumps.com

Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2025

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. in the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

A. Sale of new units,

B. Sale of OEM aftermarket parts in accordance with HOMA warranty, and

C. Warranty evaluation and repair to meet Warranty Requirements for HOMA pumps.

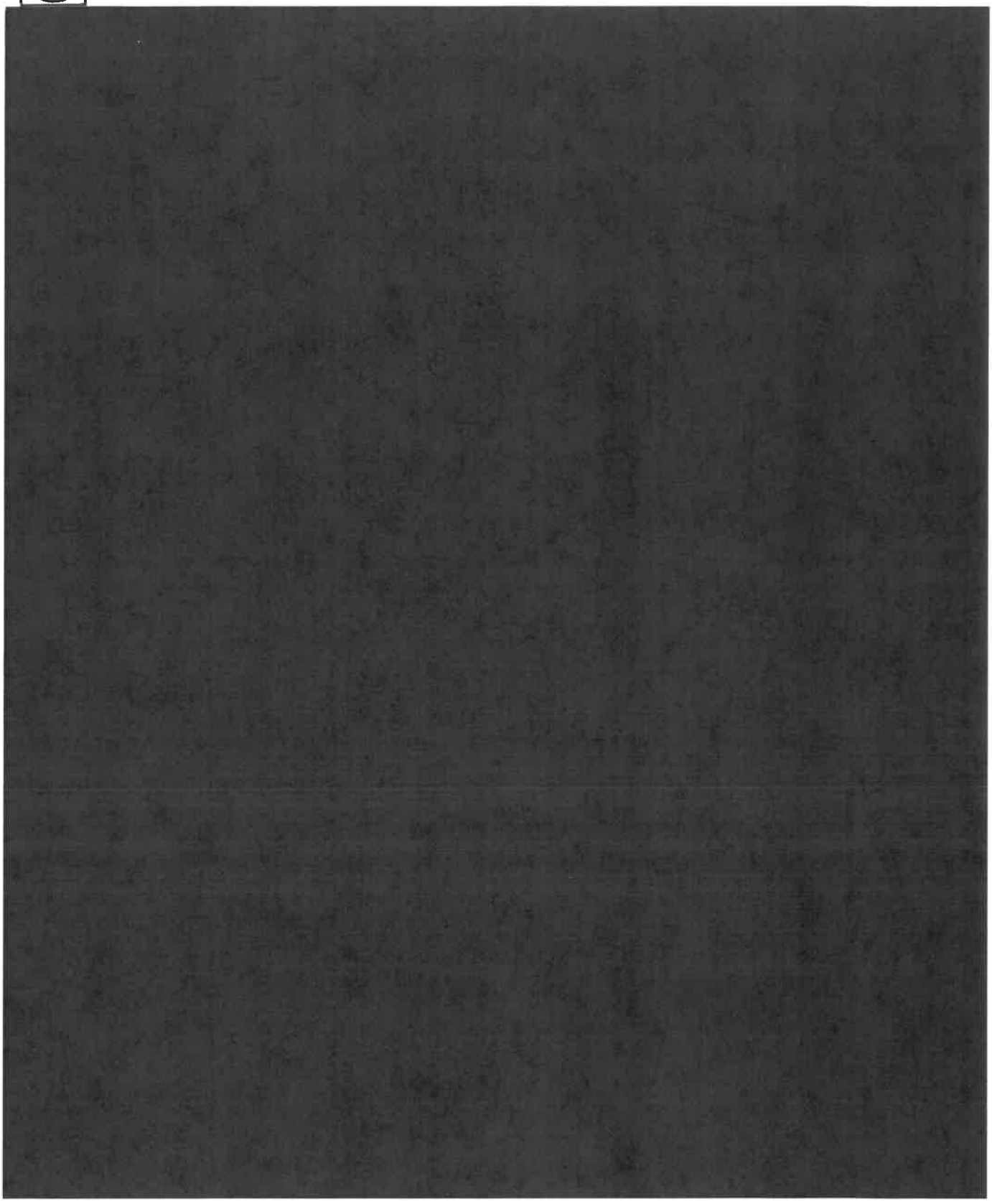
Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.



Declaration of Trade Secrets

Entity Name: ***BARNEY'S PUMPS*** ("Owner")

Trade Secret Declaration

The Owner listed above represents that the documents listed below ("Trade Secret Materials") are trade secrets pursuant to Chapter 688 and Section 812.081(1)(f), Florida Statutes for which Owner asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes):

HOMA® Pump Technology 2025 Pricelist

Owner affirmatively represents for reliance by the City of Boynton Beach ("City") that the Trade Secret Materials contain one or more of the following used in the operation of Owner's business and provide an advantage or an opportunity to Owner to obtain an advantage over those who do not know or use it (check all that apply):

___	formula	X	scientific, technical, financial, or commercial information
___	pattern	X	design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof
___	device or combination of devices		
X	compilation of information		

Owner represents and acknowledges:

A. The Trade Secret Materials, irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, are considered to be: 1. secret; 2. of value; 3. for use or in use by the business; and 4. of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it;

B. City is not liable for the use or disclosure relating to Trade Secret Materials provided to City unless the material is listed above as Trade Secret Materials, clearly marked as "Trade Secret Materials," and submitted with a copy of this form; and

C. In the event a third party submits a request to City for records designated by Owner as Trade Secret Materials, City shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Owner. Owner shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of Trade Secret Materials in response to a records request by a third party.

The undersigned represents and warrants that they are, on the date of execution, duly authorized by all necessary and appropriate action to execute this form on behalf of Owner and does so with full legal

authority. Under penalties of perjury, the undersigned declares that they have read the foregoing Declaration of Trade Secrets and that the facts stated in it are true.

Signed: Robert Pearce Signer ID: SCENKU3V12... Title: President

Printed Name: Robert Pearce Date: 3/17/2025

STATE OF Florida)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of March, 2025 by Robert Pearce, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: Robbi Bullock
Print Name: _____
State of Florida at Large (Seal)
My commission expires:

ROBBIN BULLOCK
Commission # HH 401973
Expires August 7, 2027

BARNPUM-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED Barney's Pumps, Inc. 2965 Barneys Pumps Pl Lakeland, FL 33812	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Zurich American Insurance 16535 INSURER B : Homesite Insurance Company of Florida 11156 INSURER C : Wilshire Insurance Company 13234 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab Inc X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO0144080-06	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP0144081-06	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXP- 038269-00	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0144079-06	10/1/2024	10/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			IMP4002383-00	4/1/2024	10/1/2025	Per Sched/$2,500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach, its officers, employees, and agents are included as additional insured on the general liability and auto liability if required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33535

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reser

The ACORD name and logo are registered marks of ACORD

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/15/2025

Proposed Resolution No. R25-102- Approve a Sole Source agreement with Barney's Pumps, Inc. to provide parts, repairs, and replacements for pumping station pumps in an amount not to exceed $400,000 annually.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-102.

Explanation of Request: Contract Period: Agreement effective March 21, 2025 for three (3) years with the option of two (2), one (1) year renewals.

The City of Boynton Beach (City) oversees and maintains 171 wastewater lift stations. Each station has two or more pumps that help convey wastewater collected from homes and businesses within the City's service area to the South Central Regional Wastewater Treatment Plant (SCRWWTP) for processing and treatment. The Utilities Department budgets for new pumps each year in its CIP to replace pumps that are at the end of their useful life.

This purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy. This section permits Sole Source Services and Purchases when it is determined that only one viable source is available. Such circumstances may include, but are not limited to, repairs or additions from the original equipment manufacturer, exclusive regional suppliers, franchised or licensed distributors, or proprietary items. The vendor has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the Sole Source Procurement Exemption criteria.

How will this affect city programs or services? This agreement will allow the Utility pumping stations to continue to operate efficiently, ultimately, providing better service and value to its customers.

Budgeted Item: Yes

Account Line Item and Description: Budgeted funding is available in Utilities CIP account 403-5000-535-65.04, SWR075 Pump Replacement Program R&R.

Fiscal Impact: The fiscal impact is $400,000 annually.

Attachments:
R25-102 Agenda_Item_2964-2025_-__Resolution_-_Barney_s_Pumps__Inc._-

_Sole_Source.docx
Exhibit A to Resolution - Sole Source Agreement - BPI signed Rev dt.pdf
Sole Source Agreement - BPI signed.pdf
quote - HOMA pumps - 03.27.24.pdf

RESOLUTION NO. R25-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BARNEY'S PUMPS, INC., A SOLE SOURCE VENDOR, TO PROVIDE PUMPS, PARTS, AND ACCESSORIES FOR LIFT STATIONS IN AN AMOUNT NOT TO EXCEED $400,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach ("City") oversees and maintains 171 wastewater lift stations throughout its service area; and

WHEREAS, each of these lift stations contains two or more pumps which are essential for conveying wastewater collected from homes and businesses to the South Central Regional Wastewater Treatment Plant ("SCRWWTP") for processing and treatment; and

WHEREAS, the Utilities Department budgets annually for replacement pumps in its Capital Improvement Plan for equipment reaching the end of useful life; and

WHEREAS, maintaining properly functioning pumping equipment is vital to the efficient operation of the City's wastewater collection system; and

WHEREAS, Barney's Pumps, Inc. is the sole provider of parts and equipment maintenance for HOMA products, OEM parts, service repairs, and warranty for HOMA Pump Technologies, Inc. used by the City's Utilities Department; and

WHEREAS, this purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy, which permits sole source services and purchases when it is determined that only one viable source is available; and

WHEREAS, Barney's Pumps, Inc. has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the criteria for the Sole Source Procurement Exemption; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Agreement with Barney's Pumps, Inc., to provide HOMA pumps, parts, accessories, and any required service repairs in an amount not to exceed $400,000.00 annually.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with Barney's Pumps, Inc., to provide HOMA pumps, parts, accessories, and any required service repairs in an amount not to exceed $400,000.00 annually (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Theresa Gonzalez to forward to Barney's Pumps, Inc.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 15th day of April 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	Absent	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BARNEY'S PUMPS, INC., FOR HOMA SUBMERSIBLE PUMPS, PARTS AND ACCESSORIES

This Agreement is made as of this 15 day of April, 2025, by and between Barney's Pumps, Inc., with a principal address of 12080 NW 40th Street, Coral Springs, FL 33065, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City needs to purchase pumps, parts, and accessories for the lift stations, and

WHEREAS, the Vendor is the Sole Source, to provide HOMA products, OEM Parts, service repairs, and warranty for HOMA Pump Technologies, Inc. Pumps; and

WHEREAS, per the procurement policy, SECTION X. ALTERNATIVES TO FORMAL SEALBIDS 5. Allows for Sole Source Services and Purchases, and

WHEREAS, the definition of a Sole Source Purchase allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available.

WHEREAS, This may include, without limitation, repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, or patented or propriety item, and

WHEREAS, the Vendor has provided the applicable letter to the City that meets the Sole Source Procurement Exemption, and

WHEREAS, the City desires to engage Vendor to provide HOMA pumps, parts, and accessories (the "Goods") on an as-needed basis; and

WHEREAS, Vendor has agreed to provide the Goods in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **GOODS:** Vendor shall provide all equipment, materials, and labor necessary to provide Goods on an as-needed basis. Vendor shall provide all Goods and perform any services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Goods be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING GOODS:**

    a. Direct Orders. Orders valued at less than $10,000 total, or which, in the City's determination, requires immediate acquisition, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Goods via email to the Vendor describing the quantity and type of Goods, fee, delivery time, and reference to this Agreement. All such Goods shall be provided and invoiced under the terms of this Agreement. Orders shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each delivery, the Vendor will submit an individual invoice of said order indicating the date of delivery, the description and quantity of the goods, and the rates charged in accordance with the Agreement.

    b. Task Orders. The City may issue a Task Order for purchases valued at $10,000 or more and/or for specific orders that may require a detailed scope of work, specific delivery dates, or other special terms necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A**. All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall provide all Goods and perform all services required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Goods provided and services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Four Hundred Thousand Dollars ($400,000) ("Fee"). The Fee is based on the Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any

pumps, parts, and accessories shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the provisions of Goods and rendition of the services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on April 16, 2025, and shall remain in effect through April 15, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Goods. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Barney's Pumps, Inc.
P.O. Box 3529
Lakeland, FL 33802

Telephone: 863-665-8500
Email: kingj@barneyspumps.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable

P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the type and quantity of the Goods and dates(s) of delivery. Invoices may be submitted after such Goods are delivered; however, all Goods delivered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for Goods actually ordered and received pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of Goods and services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

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

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for Goods provided and services performed through the termination date.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver

of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

33. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

34. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

BARNEY'S PUMPS INC.

(Signature), Barney's Pumps, Inc.

Natalie DB. Albritton
Print Name of Authorized Official

Credit & Contracts Manager
Title

Approved as to Form:

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

Attested/Authenticated:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____ *Task Order*

Vendor: _____
Procurement: _____

1. **Task/Project**. _____

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____(days/weeks/months) after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the _____Agreement, dated _____, by and between the City of Boynton Beach and _____.

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.

Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task Order and PO were emailed to the Vendor.

VENDOR:

By: _____

Print Name: _____

Date: _____, 202___

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor

Date: _____, 202___

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

BARNEY'S PUMPS INC.
LAKELAND • CORAL SPRINGS • JACKSONVILLE

12080 NW 40th STREET
CORAL SPRINGS, FL 33065-7602
PHONE (954) 346-0669
FAX (954) 346-0993

February 5, 2025

Andrew Rozwadowski , CPPB
City of Boynton Beach
Financial Services
100 E. Ocean Ave.
Boynton Beach, Florida 33435

Dear Andrew,

Please find enclosed Homa Pump Technology's current Price List along with our Authorized Distributor Letter. We are pleased to offer the City a [redacted] therefore the purchase price can be obtained by multiplying the prices in the list by [redacted] We will mail you any updates to the price list as we receive them.

In addition, I have enclosed Barney's Pumps Rail System Price List. The City's purchase price can be found in the rightmost column. Should we provide any labor, our rate is [redacted] per hour.

Please note that the price lists contain Trade Secret information and, as such, are exempt from Florida Statutes Chapter 119.07 (Public Records Laws).

Please contact me if you have any questions.

Thanks.

Jim King

Jim King
Municipal Account Manager
Mobile: 561-596-7018
Email: kingj@barneyspumps.com

Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2025

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. in the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

A. Sale of new units,

B. Sale of OEM aftermarket parts in accordance with HOMA warranty, and

C. Warranty evaluation and repair to meet Warranty Requirements for HOMA pumps.

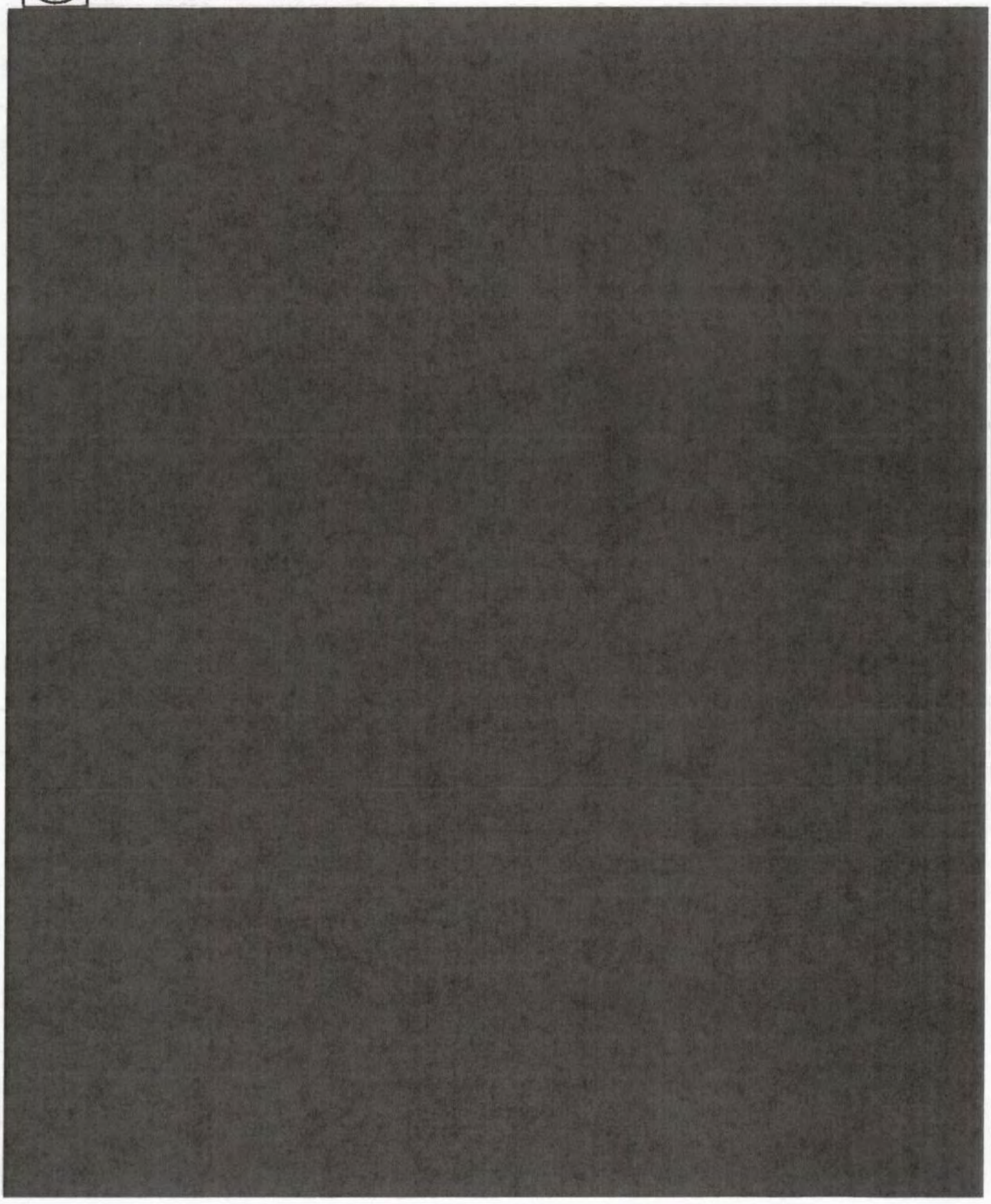
Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.



Declaration of Trade Secrets

Entity Name: ***BARNEY'S PUMPS*** ("Owner")

Trade Secret Declaration

The Owner listed above represents that the documents listed below ("Trade Secret Materials") are trade secrets pursuant to Chapter 688 and Section 812.081(1)(f), Florida Statutes for which Owner asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes):

HOMA® Pump Technology 2025 Pricelist

Owner affirmatively represents for reliance by the City of Boynton Beach ("City") that the Trade Secret Materials contain one or more of the following used in the operation of Owner's business and provide an advantage or an opportunity to Owner to obtain an advantage over those who do not know or use it (check all that apply):

__	formula	X	scientific, technical, financial, or commercial information
__	pattern	X	design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof
__	device or combination of devices		
X	compilation of information		

Owner represents and acknowledges:

A. The Trade Secret Materials, irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, are considered to be: 1. secret; 2. of value; 3. for use or in use by the business; and 4. of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it;

B. City is not liable for the use or disclosure relating to Trade Secret Materials provided to City unless the material is listed above as Trade Secret Materials, clearly marked as "Trade Secret Materials," and submitted with a copy of this form; and

C. In the event a third party submits a request to City for records designated by Owner as Trade Secret Materials, City shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Owner. Owner shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of Trade Secret Materials in response to a records request by a third party.

The undersigned represents and warrants that they are, on the date of execution, duly authorized by all necessary and appropriate action to execute this form on behalf of Owner and does so with full legal

authority. Under penalties of perjury, the undersigned declares that they have read the foregoing Declaration of Trade Secrets and that the facts stated in it are true.

Signed: Robert Pearce Signer ID: SCENKU3V12... Title: President

Printed Name: Robert Pearce Date: 3/17/2025

STATE OF Florida)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of March, 2025 by Robert Pearce, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: Robbi Bullock
Print Name: _____
State of Florida at Large (Seal)
My commission expires:

ROBBIN BULLOCK
Commission # HH 401973
Expires August 7, 2027

BARNPUM-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED Barney's Pumps, Inc. 2965 Barneys Pumps Pl Lakeland, FL 33812	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance — 16535 INSURER B : Homesite Insurance Company of Florida — 11156 INSURER C : Wilshire Insurance Company — 13234 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab Inc X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO0144080-06	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP0144081-06	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CXP- 038269-00	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0144079-06	10/1/2024	10/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			IMP4002383-00	4/1/2024	10/1/2025	Per Sched/$2,500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach, its officers, employees, and agents are included as additional insured on the general liability and auto liability if required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33535

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reser

The ACORD name and logo are registered marks of ACORD

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/15/2025

Proposed Resolution No. R25-102- Approve a Sole Source agreement with Barney's Pumps, Inc. to provide parts, repairs, and replacements for pumping station pumps in an amount not to exceed $400,000 annually.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-102.

Explanation of Request: Contract Period: Agreement effective March 21, 2025 for three (3) years with the option of two (2), one (1) year renewals.

The City of Boynton Beach (City) oversees and maintains 171 wastewater lift stations. Each station has two or more pumps that help convey wastewater collected from homes and businesses within the City's service area to the South Central Regional Wastewater Treatment Plant (SCRWWTP) for processing and treatment. The Utilities Department budgets for new pumps each year in its CIP to replace pumps that are at the end of their useful life.

This purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy. This section permits Sole Source Services and Purchases when it is determined that only one viable source is available. Such circumstances may include, but are not limited to, repairs or additions from the original equipment manufacturer, exclusive regional suppliers, franchised or licensed distributors, or proprietary items. The vendor has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the Sole Source Procurement Exemption criteria.

How will this affect city programs or services? This agreement will allow the Utility pumping stations to continue to operate efficiently, ultimately, providing better service and value to its customers.

Budgeted Item: Yes

Account Line Item and Description: Budgeted funding is available in Utilities CIP account 403-5000-535-65.04, SWR075 Pump Replacement Program R&R.

Fiscal Impact: The fiscal impact is $400,000 annually.

Attachments:
R25-102 Agenda_Item_2964-2025_-__Resolution_-_Barney_s_Pumps__Inc._-

_Sole_Source.docx
Exhibit A to Resolution - Sole Source Agreement - BPI signed Rev dt.pdf
Sole Source Agreement - BPI signed.pdf
quote - HOMA pumps - 03.27.24.pdf



RESOLUTION NO. R25-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BARNEY'S PUMPS, INC., A SOLE SOURCE VENDOR, TO PROVIDE PUMPS, PARTS, AND ACCESSORIES FOR LIFT STATIONS IN AN AMOUNT NOT TO EXCEED $400,000.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach ("City") oversees and maintains 171 wastewater lift stations throughout its service area; and

WHEREAS, each of these lift stations contains two or more pumps which are essential for conveying wastewater collected from homes and businesses to the South Central Regional Wastewater Treatment Plant ("SCRWWTP") for processing and treatment; and

WHEREAS, the Utilities Department budgets annually for replacement pumps in its Capital Improvement Plan for equipment reaching the end of useful life; and

WHEREAS, maintaining properly functioning pumping equipment is vital to the efficient operation of the City's wastewater collection system; and

WHEREAS, Barney's Pumps, Inc. is the sole provider of parts and equipment maintenance for HOMA products, OEM parts, service repairs, and warranty for HOMA Pump Technologies, Inc. used by the City's Utilities Department; and

WHEREAS, this purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy, which permits sole source services and purchases when it is determined that only one viable source is available; and

WHEREAS, Barney's Pumps, Inc. has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the criteria for the Sole Source Procurement Exemption; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Agreement with Barney's Pumps, Inc., to provide HOMA pumps, parts, accessories, and any required service repairs in an amount not to exceed $400,000.00 annually.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with Barney's Pumps, Inc., to provide HOMA pumps, parts, accessories, and any required service repairs in an amount not to exceed $400,000.00 annually (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Theresa Gonzalez to forward to Barney's Pumps, Inc.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 15th day of April 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	Absent	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 4-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BARNEY'S PUMPS, INC., FOR HOMA SUBMERSIBLE PUMPS, PARTS AND ACCESSORIES

This Agreement is made as of this 15 day of April, 2025, by and between Barney's Pumps, Inc., with a principal address of 12080 NW 40th Street, Coral Springs, FL 33065, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City needs to purchase pumps, parts, and accessories for the lift stations, and

WHEREAS, the Vendor is the Sole Source, to provide HOMA products, OEM Parts, service repairs, and warranty for HOMA Pump Technologies, Inc. Pumps; and

WHEREAS, per the procurement policy, SECTION X. ALTERNATIVES TO FORMAL SEALBIDS 5. Allows for Sole Source Services and Purchases, and

WHEREAS, the definition of a Sole Source Purchase allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available.

WHEREAS, This may include, without limitation, repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, or patented or propriety item, and

WHEREAS, the Vendor has provided the applicable letter to the City that meets the Sole Source Procurement Exemption, and

WHEREAS, the City desires to engage Vendor to provide HOMA pumps, parts, and accessories (the "Goods") on an as-needed basis; and

WHEREAS, Vendor has agreed to provide the Goods in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **GOODS:** Vendor shall provide all equipment, materials, and labor necessary to provide Goods on an as-needed basis. Vendor shall provide all Goods and perform any services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Goods be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING GOODS:**

    a. Direct Orders. Orders valued at less than $10,000 total, or which, in the City's determination, requires immediate acquisition, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Goods via email to the Vendor describing the quantity and type of Goods, fee, delivery time, and reference to this Agreement. All such Goods shall be provided and invoiced under the terms of this Agreement. Orders shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each delivery, the Vendor will submit an individual invoice of said order indicating the date of delivery, the description and quantity of the goods, and the rates charged in accordance with the Agreement.

    b. Task Orders. The City may issue a Task Order for purchases valued at $10,000 or more and/or for specific orders that may require a detailed scope of work, specific delivery dates, or other special terms necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A.** All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall provide all Goods and perform all services required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Goods provided and services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Four Hundred Thousand Dollars ($400,000) ("Fee"). The Fee is based on the Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any

pumps, parts, and accessories shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the provisions of Goods and rendition of the services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on April 16, 2025, and shall remain in effect through April 15, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Goods. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Barney's Pumps, Inc.
P.O. Box 3529
Lakeland, FL 33802

Telephone: 863-665-8500
Email: kingj@barneyspumps.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable

P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the type and quantity of the Goods and dates(s) of delivery. Invoices may be submitted after such Goods are delivered; however, all Goods delivered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for Goods actually ordered and received pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of Goods and services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

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

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for Goods provided and services performed through the termination date.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver

of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

33. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

34. **ANTI-HUMAN TRAFFICKING.** On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN.** The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT.** Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

BARNEY'S PUMPS INC.

(Signature) Barney's Pumps, Inc.

Natalie DB. Albritton
Print Name of Authorized Official

Credit & Contracts Manager
Title

Approved as to Form:

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

Attested/Authenticated:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
Homa Sole Source ***Task Order***

Vendor: Barney's Pumps
Procurement: Homa Pumps- Sole Source Agreement

1. **Task/Project**. Sole Sourc Agreement

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____(days/weeks/months) after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $ 500,000.00 based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the Homa Sole Source Agreement, dated April 15, 2025, by and between the City of Boynton Beach and Barney's Pumps, Inc

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed.**

Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task Order and PO were emailed to the Vendor.

VENDOR: Barney's Pumps, Inc

By: _____

Print Name: Natalie M. Albritton

Credit & Contracts Mgr

Date: 8/15, 2025

CITY OF BOYNTON BEACH

By: _____

Rebecca Shelton, Mayor

Date: _____, 202___

Attest: _____

City Clerk

City Attorney's Office

Approved as to form and legality

By: _____

EXHIBIT B
FEE SCHEDULE

BARNEY'S PUMPS INC.
LAKELAND • CORAL SPRINGS • JACKSONVILLE

12080 NW 40th STREET
CORAL SPRINGS, FL 33065-7602
PHONE (954) 346-0669
FAX (954) 346-0993

February 5, 2025

Andrew Rozwadowski , CPPB
City of Boynton Beach
Financial Services
100 E. Ocean Ave.
Boynton Beach, Florida 33435

Dear Andrew,

Please find enclosed Homa Pump Technology's current Price List along with our Authorized Distributor Letter. We are pleased to offer the City a [redacted] therefore the purchase price can be obtained by multiplying the prices in the list by [redacted] We will mail you any updates to the price list as we receive them.

In addition, I have enclosed Barney's Pumps Rail System Price List. The City's purchase price can be found in the rightmost column. Should we provide any labor, our rate is [redacted] per hour.

Please note that the price lists contain Trade Secret information and, as such, are exempt from Florida Statutes Chapter 119.07 (Public Records Laws).

Please contact me if you have any questions.

Thanks.

Jim King

Jim King
Municipal Account Manager
Mobile: 561-596-7018
Email: kingj@barneyspumps.com

Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2025

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. In the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

A. Sale of new units,

B. Sale of OEM aftermarket parts in accordance with HOMA warranty, and

C. Warranty evaluation and repair to meet Warranty Requirements for HOMA pumps.

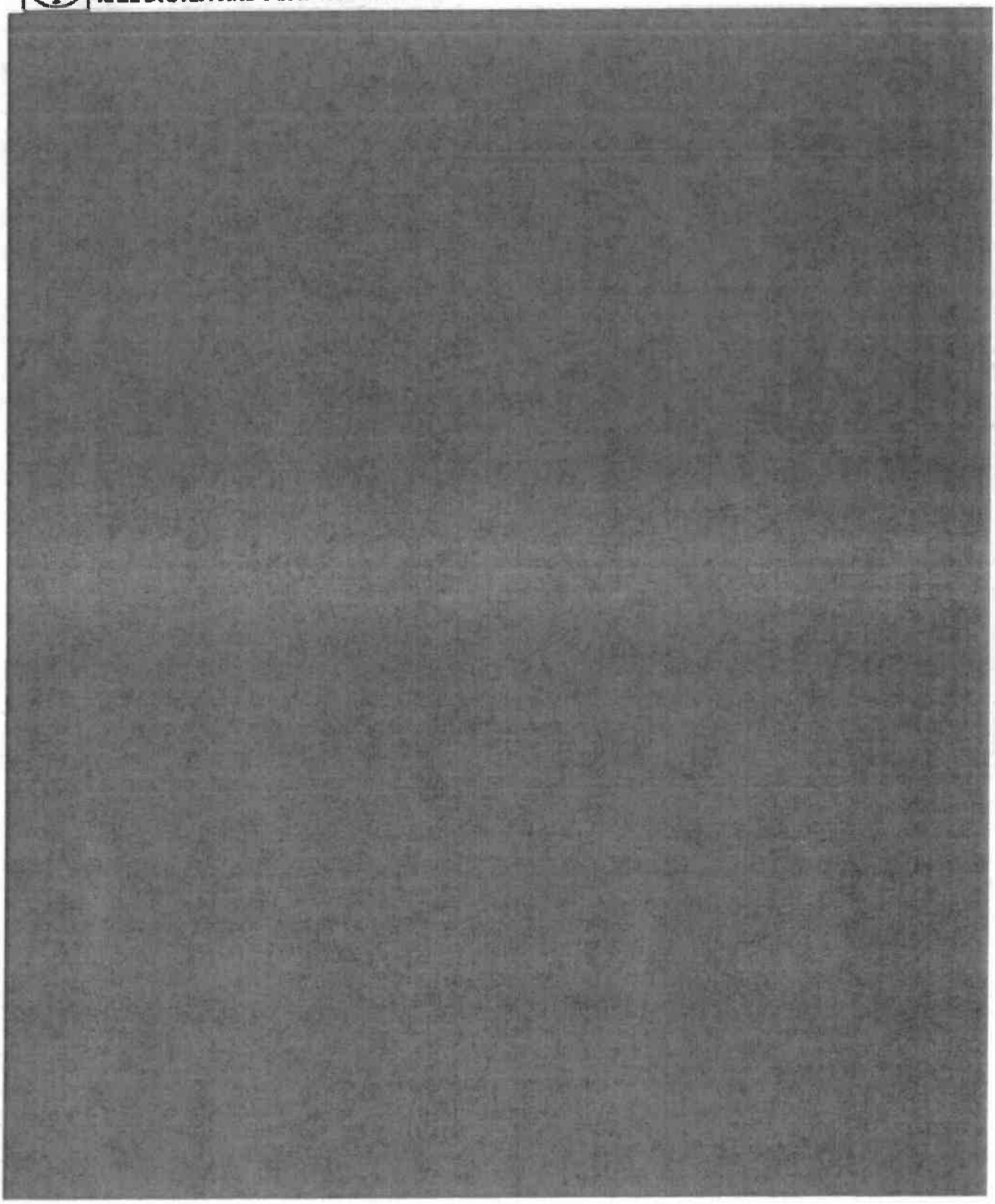
Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.



Declaration of Trade Secrets

Entity Name: ***BARNEY'S PUMPS*** ("Owner")

Trade Secret Declaration

The Owner listed above represents that the documents listed below ("Trade Secret Materials") are trade secrets pursuant to Chapter 688 and Section 812.081(1)(f), Florida Statutes for which Owner asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes):

HOMA® Pump Technology 2025 Pricelist

Owner affirmatively represents for reliance by the City of Boynton Beach ("City") that the Trade Secret Materials contain one or more of the following used in the operation of Owner's business and provide an advantage or an opportunity to Owner to obtain an advantage over those who do not know or use it (check all that apply):

__	formula	X	scientific, technical, financial, or commercial information
__	pattern	X	design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof
__	device or combination of devices		
X	compilation of information		

Owner represents and acknowledges:

A. The Trade Secret Materials, irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, are considered to be: 1. secret; 2. of value; 3. for use or in use by the business; and 4. of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it;

B. City is not liable for the use or disclosure relating to Trade Secret Materials provided to City unless the material is listed above as Trade Secret Materials, clearly marked as "Trade Secret Materials," and submitted with a copy of this form; and

C. In the event a third party submits a request to City for records designated by Owner as Trade Secret Materials, City shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Owner. Owner shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of Trade Secret Materials in response to a records request by a third party.

The undersigned represents and warrants that they are, on the date of execution, duly authorized by all necessary and appropriate action to execute this form on behalf of Owner and does so with full legal

authority. Under penalties of perjury, the undersigned declares that they have read the foregoing Declaration of Trade Secrets and that the facts stated in it are true.

Signed: Robert Pearce Title: President

Signer ID: 8CENKU3V12...

Printed Name: Robert Pearce Date: 3/17/2025

STATE OF Florida)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of March, 2025 by Robert Pearce, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: Robbi Bullock
Print Name: _____
State of Florida at Large (Seal)
My commission expires:

ROBBIN BULLOCK
Commission # HH 401973
Expires August 7, 2027

BARNPUM-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED Barney's Pumps, Inc. 2965 Barneys Pumps Pl Lakeland, FL 33812	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance — 16535 INSURER B: Homesite Insurance Company of Florida — 11156 INSURER C: Wilshire Insurance Company — 13234 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab Inc X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO0144080-06	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP0144081-06	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CXP- 038269-00	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0144079-06	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			IMP4002383-00	4/1/2024	10/1/2025	Per Sched/$2,500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach, its officers, employees, and agents are included as additional insured on the general liability and auto liability if required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33535

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reser
The ACORD name and logo are registered marks of ACORD

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-235- Authorize the Mayor to execute the Interlocal Agreement (ILA) with the North Central Texas Council of Governments (TxShare)

Proposed Resolution No. R25-236- Approve Piggyback Purchase through TxShare by Executing Interlocal Agreement for Roadway Evaluation Services with IMS Infrastructure in an amount not to exceed $35,725.00 (REQ 90742)

Requested Action: Staff recommends approval of Proposed Resolution No. R25-235 and R25-236.

Explanation of Request: The Public Works Department seeks to engage IMS Infrastructure, LLC to perform roadway evaluation and pavement condition index (PCI) assessments across 130 miles of city-owned roads. These services will support the development of a 5-year pavement resurfacing program and ensure strategic capital investment in road infrastructure.

IMS Infrastructure was competitively awarded a contract through the TxShare Cooperative Purchasing Program. To access this contract, the City must first execute an Interlocal Agreement (ILA) with TxShare. This process eliminates the need for a standalone solicitation and leverages pre-negotiated terms, accelerating project implementation.

The last PCI study was conducted in 2019. Since then, all roads previously rated “F” and “D” have been resurfaced, and the City is currently addressing “C” rated roadways. Updated scoring is essential to maintain an accurate, data-driven paving plan.

How will this affect city programs or services? Routine PCI assessments every 3–5 years are essential to managing street maintenance effectively. Updated scoring allows for better prioritization of resurfacing projects and maximizes the useful life of paved infrastructure. Leveraging the cooperative contract through TxShare ensures a faster, more cost-effective procurement process.

Budgeted Item: Yes

Account Line Item and Description: 001-2512-541.46-91 REPAIR / MAINTENANCE SRVS. / SOFTWARE MAINTENANCE

Fiscal Impact: This is a budgeted item

Attachments:
R25-235 Agenda_Item_3489-2025_Resolution_for_NCTCOG_Agmt.docx
Exhibit A to Reso - TXShare_MASTER_INTERLOCAL_PURCHASING_AGREEMENT.pdf
R25-236 Agenda_Item_3489-2025_Resolution_for_International_Cybernetics_purchase.docx
TxShare Fee Proposal 2025 Boynton Beach-FL.pdf
ICC-IMS Final Proposal Pavement Management Boynton Beach 2025.pdf

RESOLUTION NO. R25-235

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A MASTER INTERLOCAL PURCHASING AGREEMENT BETWEEN THE CITY AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the North Central Texas Council of Governments ("NCTCOG") is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, International Cybernetics Company LP d/b/a IMS Infrastructure Management Services was competitively awarded a contract through the TxShare Cooperative Purchasing Program, which the City desires to piggyback; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Master Interlocal Purchasing Agreement between the City and North Central Texas Council of Governments.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Master Interlocal Purchasing Agreement between the City and NCTCOG (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such

documents do not modify the financial terms or material terms.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Maria Rozwadowski to obtain execution of the Agreement by NCTCOG. Maria Rozwadowski shall be responsible for ensuring that one fully executed Agreement is returned to the City, to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-235

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

TXShare
Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: ____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT ("ILA"). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services ("Products" or "Services") through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant's solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

TXShare
Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: ____

d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.

f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
TXShare
616 Six Flags Drive, Arlington, TX 76011

NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

Date

Name of Participating Agency

Mailing Address

City State Zip

Name and Title of Authorized Official or Designee

Signature

Date

RESOLUTION NO. R25-236

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF ROADWAY PAVEMENT CONDITION DATA, EASY STREET ANALYSIS OF ROADWAY PAVEMENTS, AND RELATED SERVICES FROM INTERNATIONAL CYBERNETICS COMPANY, LP (ICC), D/B/A IMS INFRASTRUCTURE MANAGEMENT SERVICES, BY UTILIZING THE RATES FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS CONTRACT; AND FOR ALL OTHER PURPOSES.

WHEREAS, International Cybernetics Company LP d/b/a IMS Infrastructure Management Services ("Vendor") was competitively awarded a contract through the TxShare Cooperative Purchasing Program; and

WHEREAS, the Public Works Department seeks to engage the Vendor to perform roadway evaluation and pavement condition index (PCI) assessments across 130 miles of city-owned roads. These services will support the development of a 5-year pavement resurfacing program and ensure strategic capital investment in road infrastructure; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the purchase of Roadway Pavement Condition Data, Easy Street Analysis of Roadway Pavements, and related services from International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services, by utilizing the rates from the North Central Texas Council of Governments Contract.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the purchase of Roadway Pavement Condition Data, Easy Street Analysis of Roadway Pavements, and related services from International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services, by utilizing the rates from the North Central Texas Council of Governments Contract.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-236

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and Boynton Beach, FL with its principal offices at 100 East Ocean Avenue Boynton Beach, FLorida 33435 Phone: 561-742-6000 ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (Appendix A), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (Appendix A);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix B); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

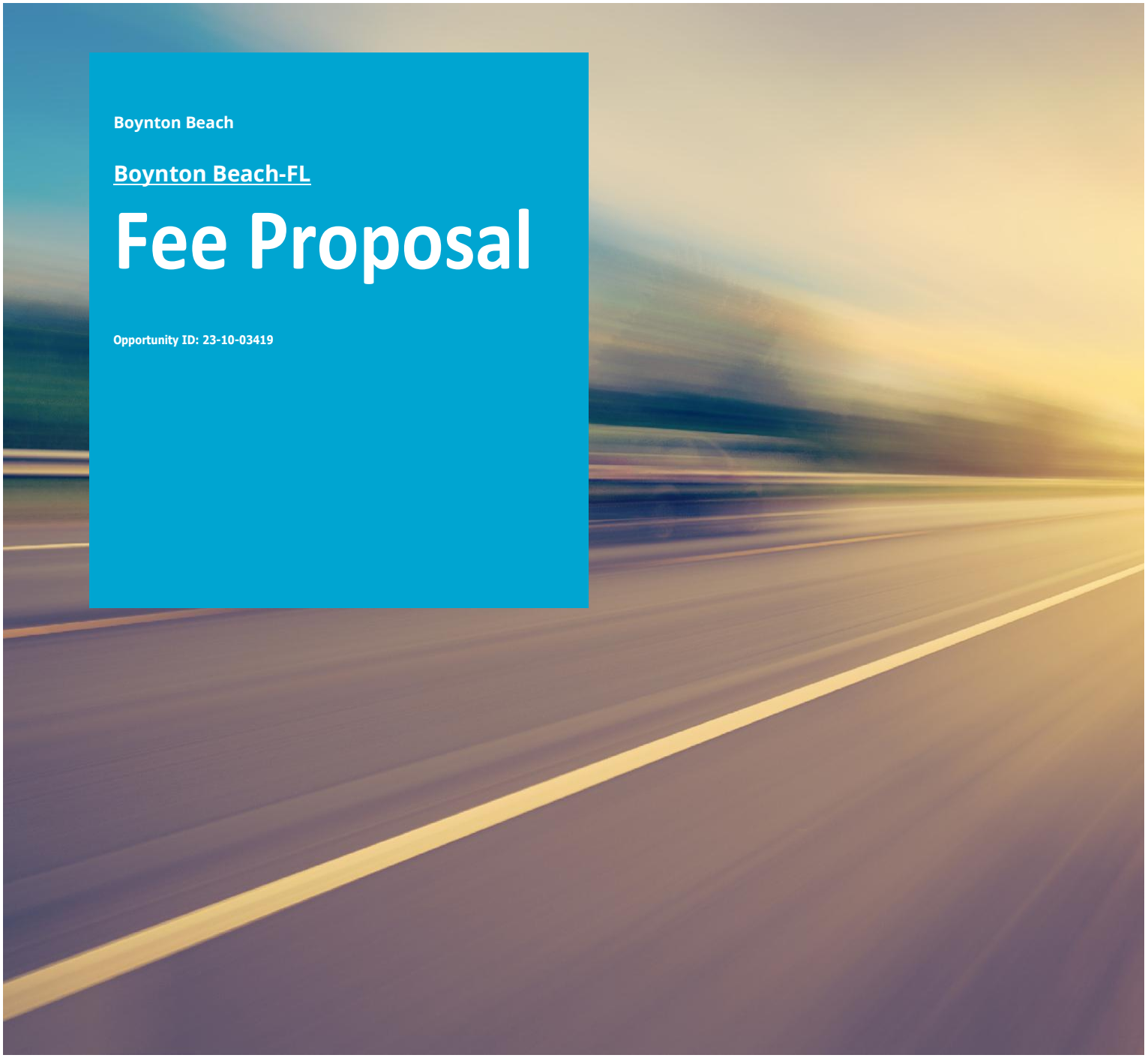
The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.

Reference Project Overview for scope of work and fees, a total of $35,725.00

International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services	Boynton Beach, FL
Date: July 30, 2025	Date:
By: John Till Digitally signed by John Till DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com Date: 2025.07.30 12:29:31 -04'00'	By:
Printed Name: John Till	Printed Name:
Title: Chief Financial & Revenue Officer	Title:

Appendix A – Fee Proposal and Scope of Work



Boynton Beach

Boynton Beach-FL

Fee Proposal

Opportunity ID: 23-10-03419

10630 75th Street
Largo, FL 33777

+1 727-547-0696

www.icc-ims.com

7/30/2025

Boynton Beach
Rick Hoffer, Assistant Director of Public Works
Carl Frumenti, Division Director of Construction Services
Moisey Abdurakhmanov, Engineer II

Re: Boynton Beach-FL [RST]

Dear Rick, Carl, Moisey,

IMS Infrastructure Management Services (IMS) is pleased to present this fee proposal for a roadway pavement condition survey for Boynton Beach. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (813) 710-6052 or by email at andrewk@icc-ims.com.

Best Regards,
IMS Infrastructure Management Services

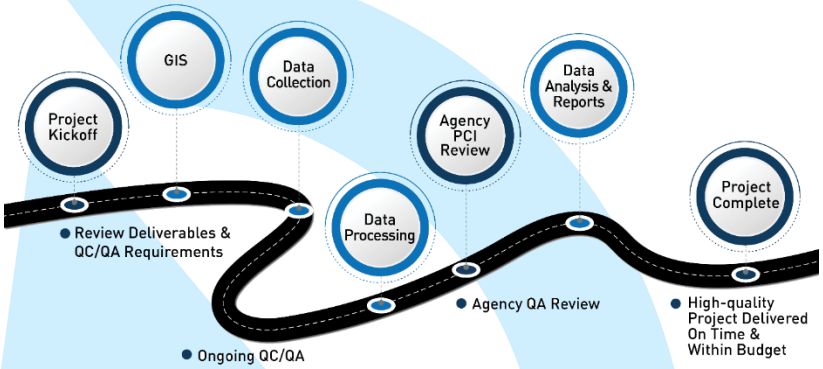
Andrew Karasauskas, Client Services Manager

Table of Contents

Project Overview 4
Deliverables 5
Fee proposal 6
Company Profile 8
Industry-Leading Technologies 9
Appendix A – Typical Project Roadmap 11
Appendix B – Additional Value-Added Services 13

Project Overview

The primary objective of this project is to collect 130 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (*See Appendix A for more details on each step in our project roadmap.)*



The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this fee proposal includes information and pricing on additional value-added services, described in more detail below.

Fee proposal

Boynton Beach-FL [RST]

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Fee proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	$2,500.00		**$2,500.00**
Project Management	1	Lump Sum	$1,500.00		**$1,500.00**
GIS Review and Survey Extents Verification	1	Test Miles	$2,000.00		**$2,000.00**
Mobilization/Calibration	1	Lump Sum	$975.00		**$975.00**
Field Data Collection - IrisPRO Pave	130	Test Miles	$115.00		**$14,950.00**
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	130	Test Miles	$30.00		**$3,900.00**
Easy Street Analysis (ESA) Pavement Management Plan/Analysis	1	Lump Sum	$7,500.00		**$7,500.00**
Pavement Management Report	1	Lump Sum	$2,400.00		**$2,400.00**
Inform - <400 lane miles- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	$2,000.00	100%	**$0.00**
Inform Web Hosting- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	130	Per year per mile	$1.20	100%	**$0.00**
			Total Price:		**$35,725.00**

IMS
POWERED BY ICC
Texas
SHARE
Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2022-063
Pavement Analysis and Related Services

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), effective the last date of signed approval ("**Effective Date**"), is entered into by and between the **North Central Texas Council of Governments** ("**NCTCOG**"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

IMS Infrastructure Management Services, LP. ("Contractor")

Original Contract & Amendment:

AMENDMENT #1
to
Agreement # 2022-063
Pavement Analysis and Related Services

This AMENDMENT ("Amendment") to the Services Agreement #2022-063 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

International Cybernetics Company, LP
d/b/a IMS Infrastructure Management Services
10630 75th St
Largo, FL 33777

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **May 22, 2023**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 30, 2028.**

Service Category #1: Pavement Data Collection										
			Provide Price Per Tiered Group					A	B	C=AxB
Activity #	Activity Description	Unit	Unit Base Cost ($)	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 700+ Lane Miles	Include?	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile[1]		$140.00	$115.00	$100.00	X	130	$140.00	$18,200
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile[1]		$1.00	$1.00	$1.00	X	130	$1.00	$130
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	$2,500.00				X			$2,500
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile[1]		$1.00	$1.00	$1.00	X	130	$1.00	$130
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile[1]		$1.00	$1.00	$1.00	X	130	$1.00	$130
Service Category #3: Pavement Management Analysis										
			Provide Price Per Tiered Group					A	B	C=AxB
Activity #	Activity Description	Unit	Unit Base Cost ($)	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 700+ Lane Miles	Include?	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
21	Calculate the International Roughness Index (IRI)for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile[1]		$1.00	$1.00	$1.00	x	130	$1.00	$130
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable	Lane Mile[1]		$20.00	$15.00	$12.00	x	130	$20.00	$2,600
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. **Cost includes base cost plus lane mile unit cost.**	Lane Mile[1]	$2,000.00	$0.00	$1.00	$1.00	x	130	$0.00	$2,000
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$4,500.00	$0.00	$1.00	$1.00	x	130	$0.00	$4,500
25	Create a five year pavement rehabilitation plan with input from Participant's staff. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$3,000.00	$0.00	$1.00	$1.00	x	130	$0.00	$3,000
Service Category #4: Electronic Products										
			Provide Price Per Tiered Group					A	B	C=AxB
Activity #	Activity Description	Unit	Unit Base Cost ($)	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 700+ Lane Miles	Include?	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile[1]		$5.00	$3.00	$2.00	x	130	$5.00	$650
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$3,500.00	$5.00	$4.00	$3.00	x	130	$5.00	$4,150
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$1,500.00	$10.00	$5.00	$5.00	x	130	$10.00	$2,300
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). **Cost includes base cost plus lane mile unit cost.**	Each Participant	$2,500.00	$0.00	$0.00	$0.00	x	130	$0.00	$2,500
Service Category #7: Value Added Services										
			Provide Price Per Tiered Group					A	B	C=AxB
Activity #	Activity Description	Unit	Unit Base Cost ($)	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 700+ Lane Miles	Include?	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	$3,500.00				x			$3,500
•	New Client Discount	Each Participant	-$11,195.00				x		-$11,195.00	-$11,195
•.•	Inform Web-Hosted Viewer (30 Days Trial/Free)	Each Participant	$2,000.00				x	+$1.20/Mi. Per Yr..	$2,156.00	$0
						IMS TOTAL				$35,725

This fee proposal is to follow the terms and conditions as outlined in TxShare RFP 2022-063 Pavement Analysis and Related Services

Company Profile



IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.

Over the past five years, we have made a $5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

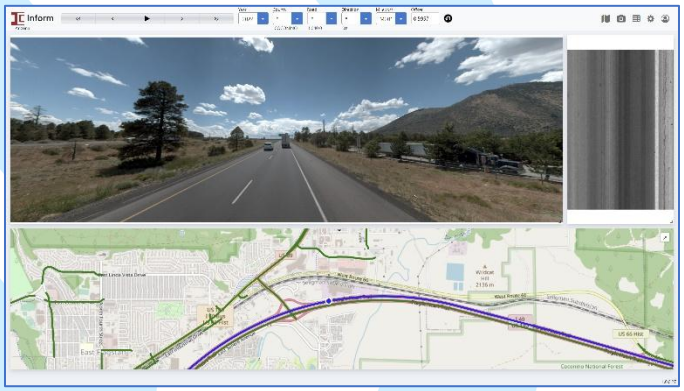
Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***

Industry-Leading Technologies

IrisPRO Pave™
The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer
The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

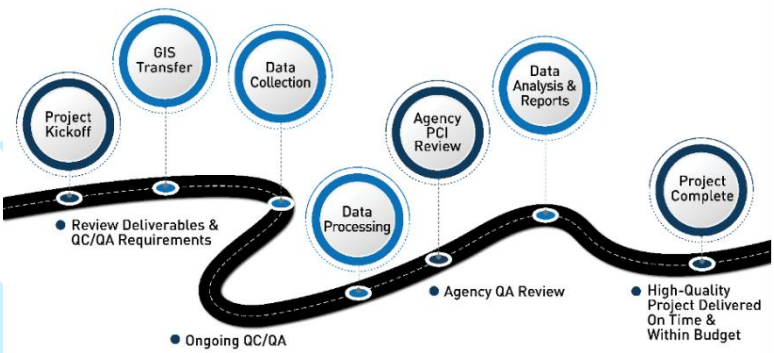
– Robert Bush, Program Manager, Arizona DOT

APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

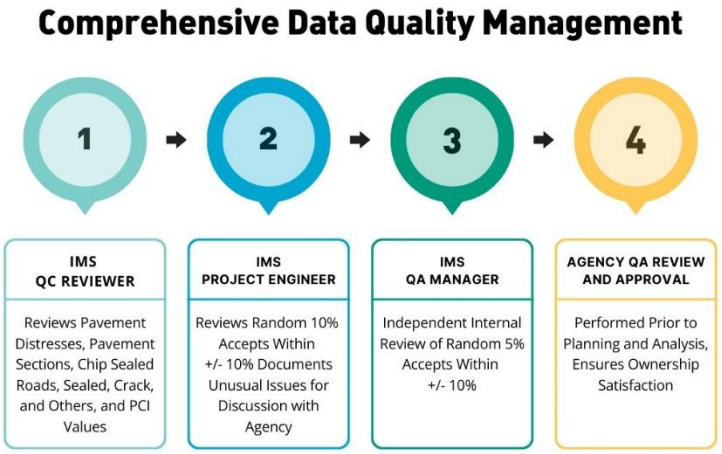
Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.

Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
  Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
  We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

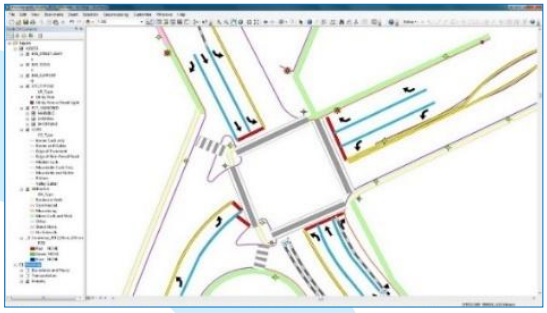
Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.

Appendix B – Additional Value-Added Services

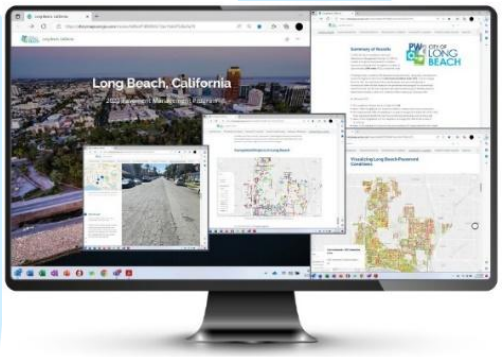
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



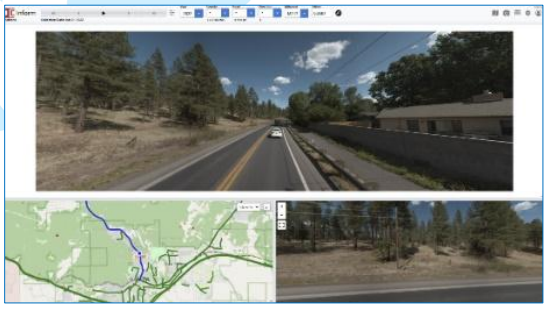
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) dayes of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.



The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.

Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)



We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving Prowag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.

Mobile Lidar for Pedestrian Curb Ramp Assessments



Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.

Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.

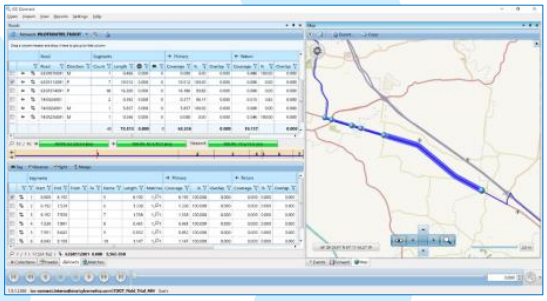


Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.

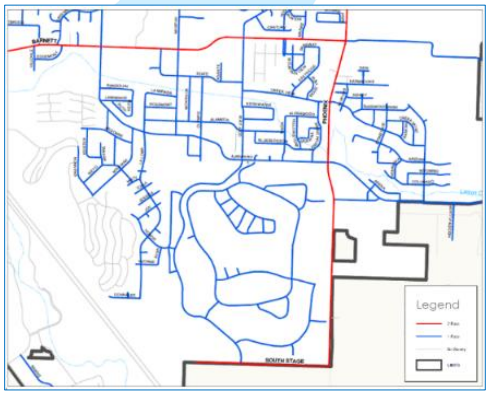
GIS “Clean-up” Services – No GIS… No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.



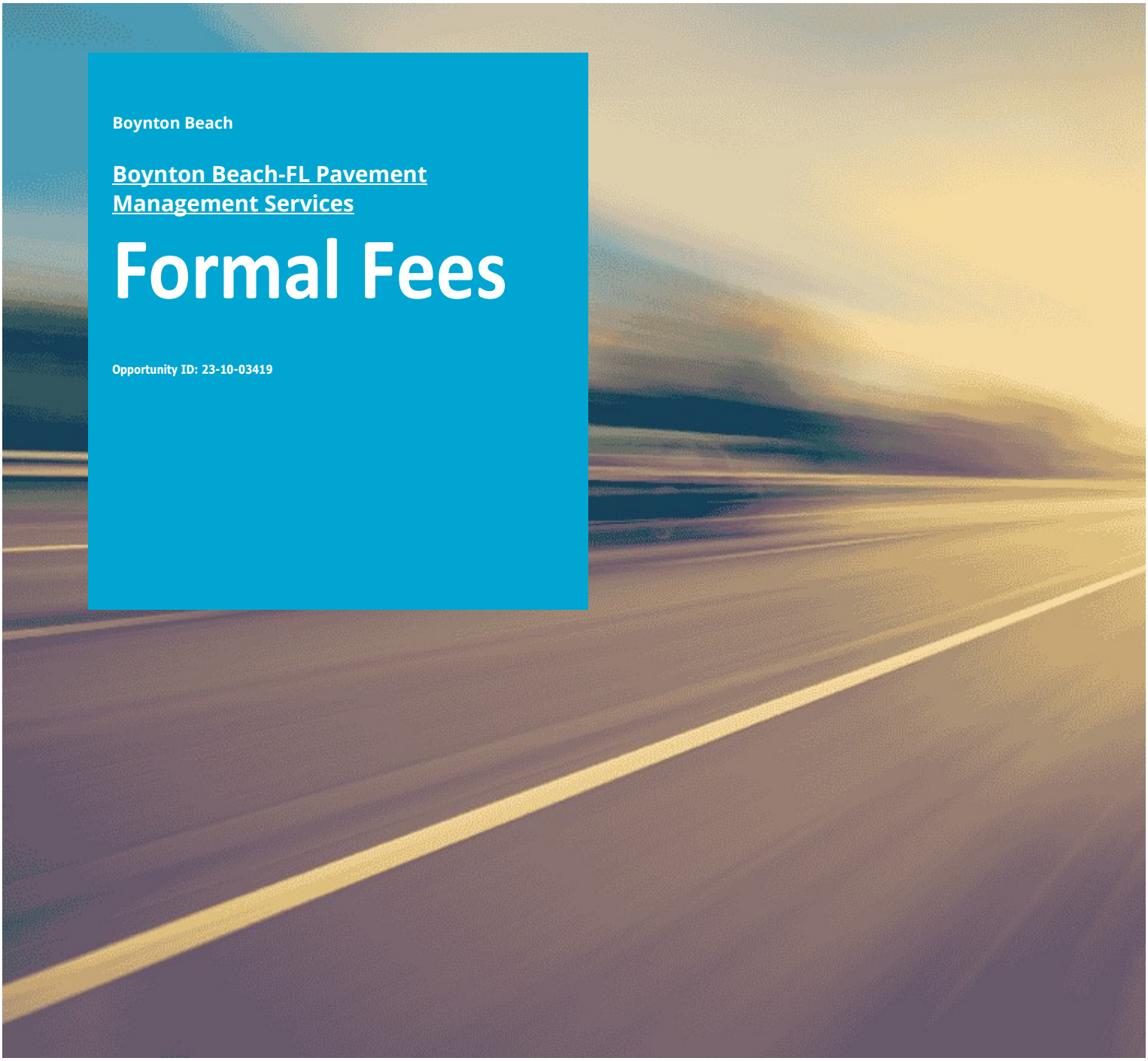
10630 75th Street
Largo, FL 33777

+1 727-547-0696

www.icc-ims.com

Appendix B – Terms & Conditions

This fee proposal is to follow the terms and conditions as outlined in TxShare RFP 2022-063 Pavement Analysis and Related Services



Boynton Beach

Boynton Beach-FL Pavement Management Services

Formal Fees

Opportunity ID: 23-10-03419

10630 75th Street
Largo, FL 33777

+1 727-547-0696

www.icc-ims.com

4/11/2025

Boynton Beach
Carl Frumenti
Email: frumentic@bbfl.us
Phone: (561) 742-6200

Re: Boynton Beach-FL Pavement Management Services

Dear Carl,

IMS Infrastructure Management Services (IMS) is pleased to present the formal fees for a roadway pavement condition survey for Boynton Beach. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work with our clients to meet all project goals and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (813) 710-6052 or by email at andrewk@icc-ims.com.

Best Regards,
IMS Infrastructure Management Services

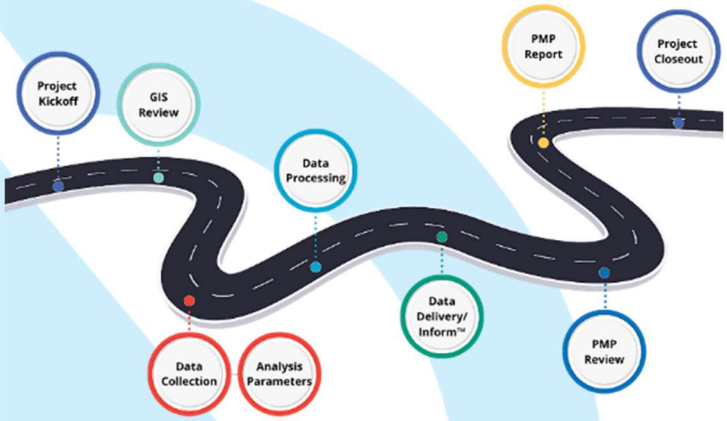
Andrew Karasauskas, Client Services Manager

Table of Contents

Project Overview 4
Deliverables 5
Budgetary Estimate ..... **Error! Bookmark not defined.**
Company Profile 7
Industry-Leading Technologies 8
Appendix A – Typical Project Roadmap 16
Appendix B – Additional Value-Added Services 18
Appendix C – Enhanced ASTM D6433 Data Dictionary 21

Project Overview

The primary objective of this project is to collect 130 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (*See Appendix A for more details on each step in our project roadmap.)*



The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Our data collection approach provides 100% coverage of all collected lanes, 100% rating of all pavement (no sampling), and no reliance on field operators/crew to perform manual rating or supplemented with "windshield surveys." This approach meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. We are the only vendor bringing our fifty-year legacy of state DOT pavement condition survey experience, quality, accuracy, and repeatability to municipal agencies.

Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis (refer to **ESA Overview** for specified customizations and optional value add enhancements)
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan via ESA

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.

Formal Fees

Boynton Beach-FL Pavement Management Services

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Initiation & Set-up	1	LS	$3,500.00	50%	**$1,750.00**
Project Management	1	LS	$8,627.00	75%	**$2,156.75**
Network Inventory Checks & Survey Map Development	120	CL-Mi	$15.00		**$1,800.00**
LCMS-2 RST Mobilization/Calibration	1	LS	$3,000.00		**$3,000.00**
LCMS-2 RST Field Pavement Data Collection	130	T-Mi	$100.00		**$13,000.00**
Data QA/QC, Processing, & Formatting	130	T-Mi	$20.00		**$2,600.00**
Easy Street Analysis of Pavement & 5-Year Budget Development	1	LS	$7,500.00		**$7,500.00**
Standard Draft Written Report a. Standard Final Written Report	1	LS	$4,000.00		**$4,000.00**
			Total Price:		**$35,806.75**

Company Profile



IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.

Over the past five years, we have made a $5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***

Industry-Leading Technologies

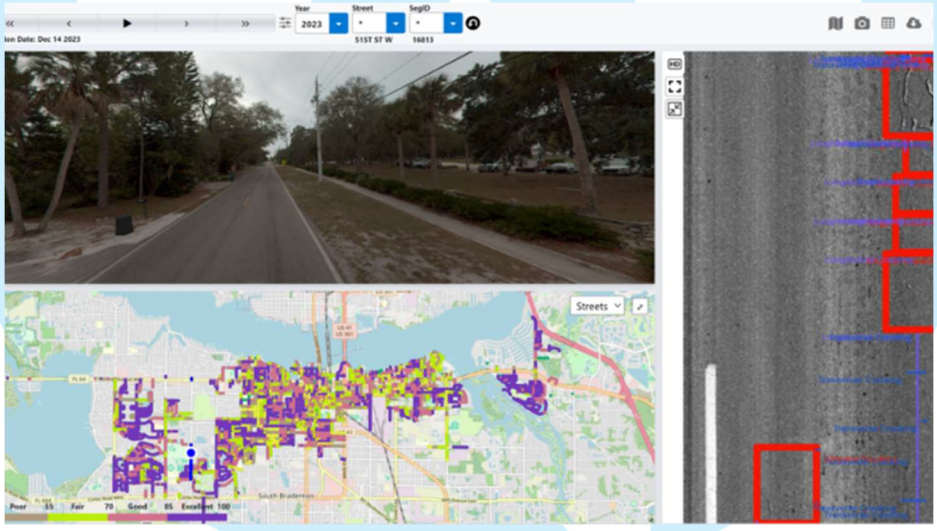
IrisPRO Pave™



The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.

Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits. Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT

Easy Street Analysis (ESA) Overview of Pavement Management Plan and Included Deliverables

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results. It is often used to enhance the use of traditional licensed-based software.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, city-specific rehabilitation methods and costs, associated rehab resets, budget information, and other city-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully on hundreds of government agencies across North America.

ESA offers the following key scenarios for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.

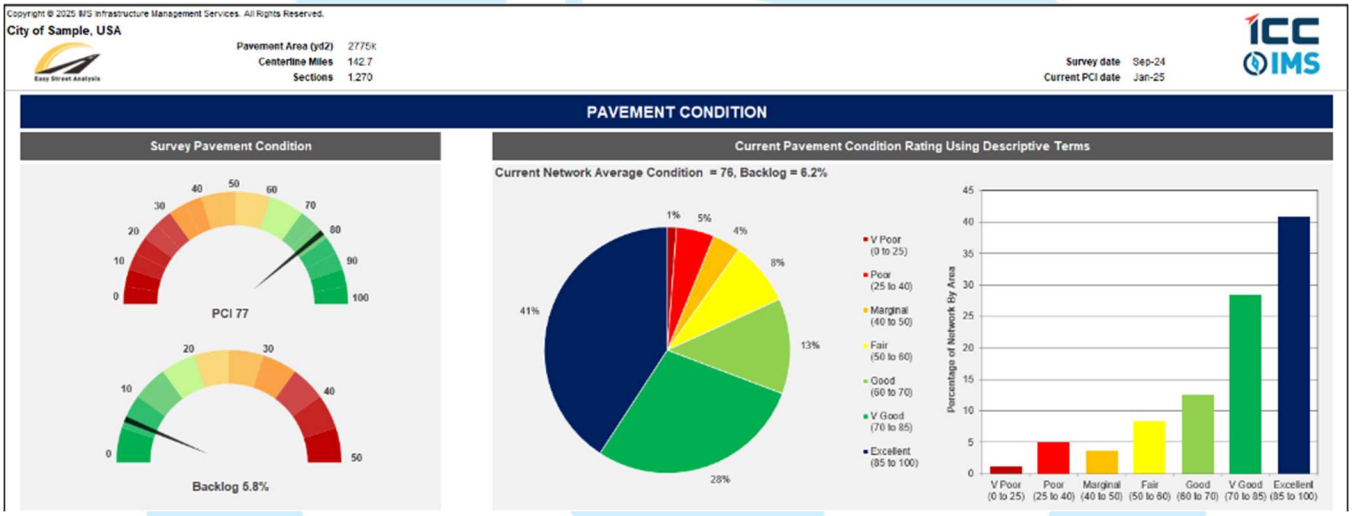
For the pavement analysis results to be practically useful to the agency, IMS endeavors to work closely with every client agency to select appropriate parameters. The IMS pavement engineer will work with the client to select and define the analysis parameters. These include:

- Analysis period (standard is 5 years)
- Road maintenance budget (one value in $/YR; can vary over the years)
- Rehab types and unit rates (in $/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Planned work (rehab type and rehab date for any work to be done after analysis start date; e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)

- *If structural testing using the Fast-Falling Weight Deflectometer (FFWD) is involved: traffic data (AADT, %Trucks, and/or ESALs), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs). Default traffic count will be used if requested data is one of the specified formats.

Additional parameters and customizations are possible and can be discussed with the pavement engineer during the analysis initiation. IMS pricing includes up to 2 iterations (back-and-forths) of the analysis. Additional iterations or parameters will incur an additional cost. Also, any analysis parameter inputs such as completed or planned work lists provided in non-GIS or non-digital formats will incur an extra cost.

The following snapshots showcase some of the highlights of ESA:



ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to breakdown analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.

Network Analysis Summary - Five Year Rehab Plan Development

Current PCI Date: 1/1/2025 | Annual Budget Increase (%/yr): 0.00 | % of Budget Dedicated to Surface Treatments: 0

Analysis Start Date: 1/1/2025 (MM/DD/YYYY) | Unit Rate Inflation (%/yr): 0.00

Program Year	Annual Budget ($)		Calendar Year	Block Count	Annual Expenditure ($)	Pavement Costs ($)	Peripheral Concrete Costs ($)	Miles (mi)	PCI	Backlog (%)
Avg:	1,380,000	1,380	2024	1,270	19,006,510	19,006,510	0	142.7	76	6.2
1	1,380,000		2025	25	1,379,910	1,379,910	0	3.7	76	
2	1,380,000		2026	30	1,379,402	1,379,402	0	3.9	75	
3	1,380,000		2027	20	1,379,960	1,379,960	0	2.6	75	
4	1,380,000		2028	31	1,379,804	1,379,804	0	3.2	74	
5	1,380,000		2029	30	1,379,919	1,379,919	0	3.8	74	4.5
			Totals:	136	6,898,995	6,898,995	0	17.1		

Refresh

Run ESA

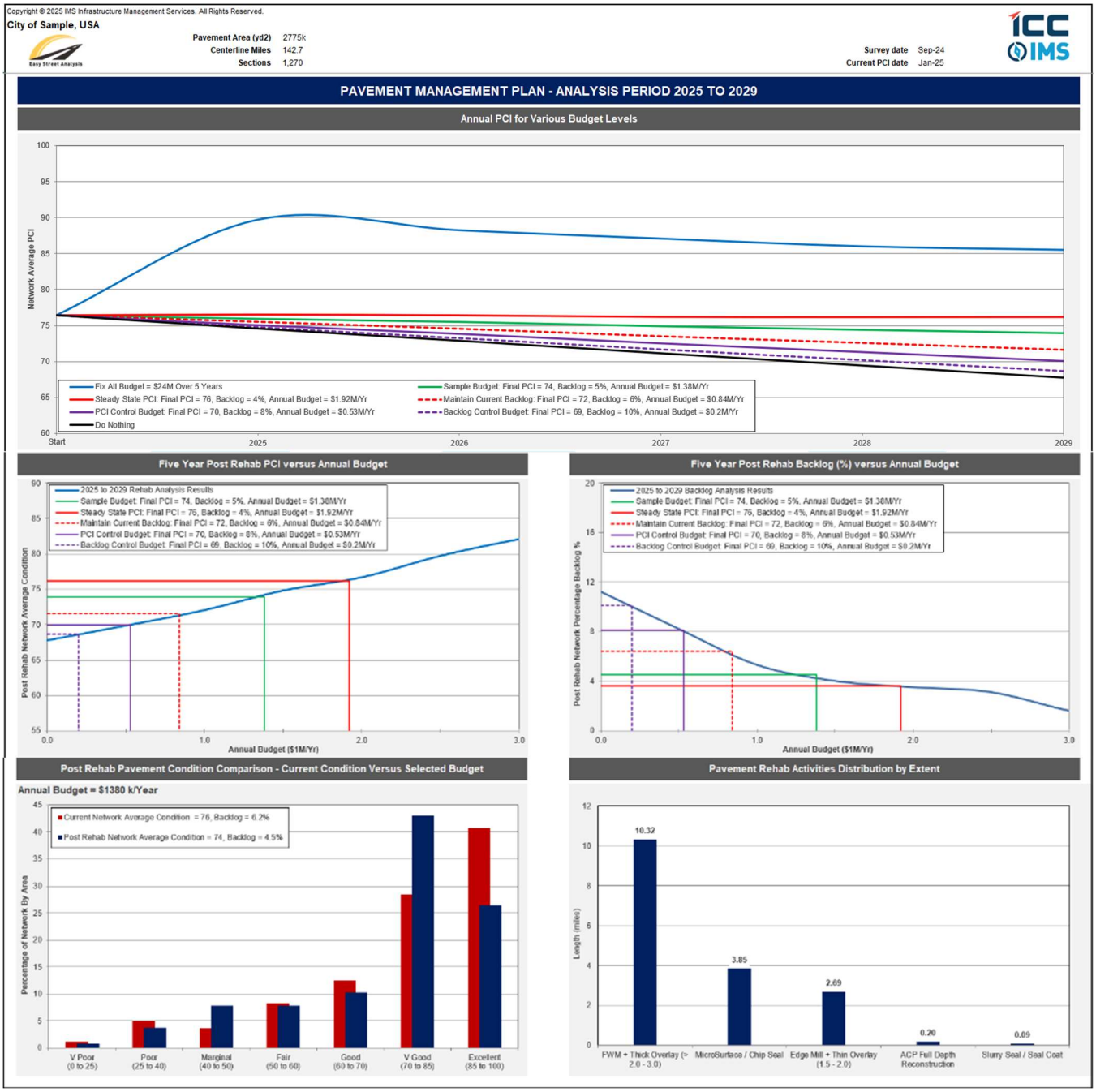
Agency Budget

Inventory and Rehab Plan

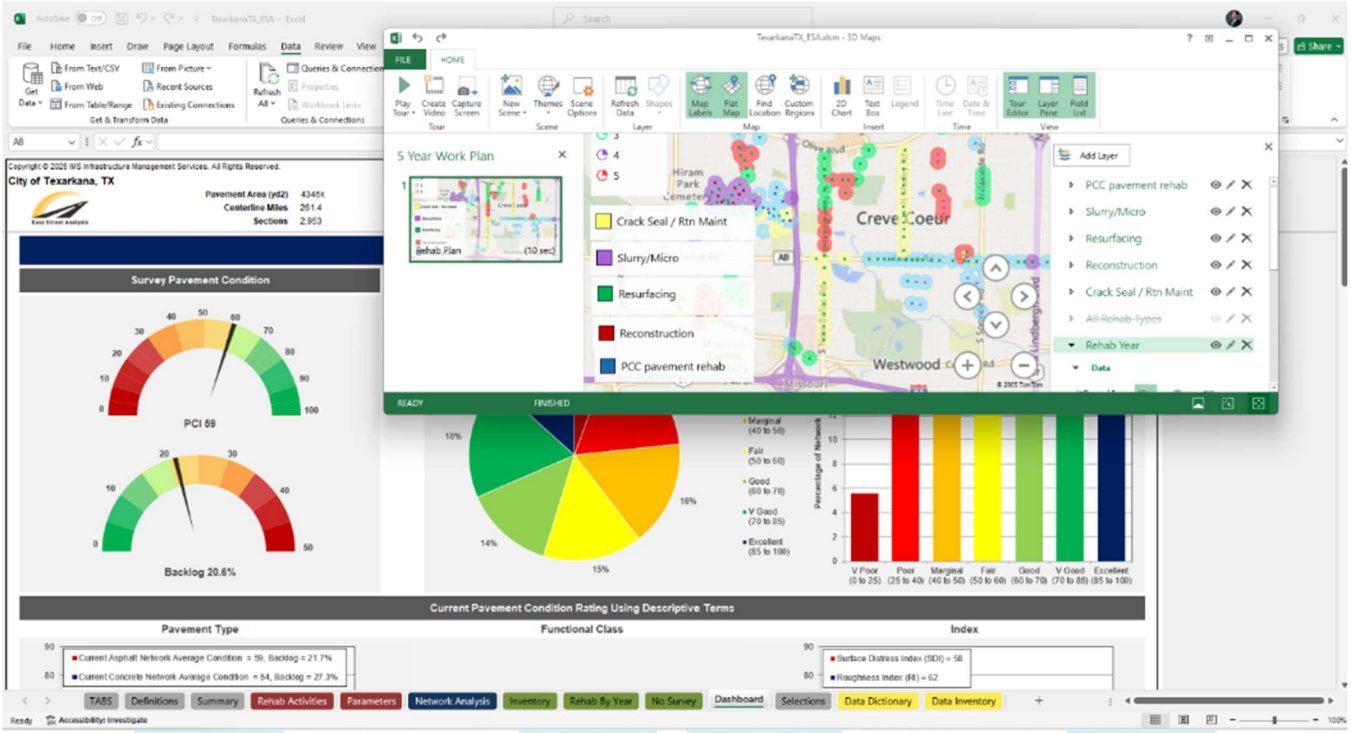
Easy Street Analysis

Need Year	Committed Year	Year of First Selection	Segment Rehab Results	Rehab Activity Code	Rehab Activity	Avg Unit Rate ($/yd2)	Segment Peripheral Concrete Costs ($)	Segment Pavement Cost ($)	Segment Total Cost ($)	Project Cost ($)	Five Year Post Rehab PCI
4	0	0	Fall Thru Yr 4						0	0	79
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	73,863	73,863	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	49,880	49,880	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	45,559	45,559	169,302	94
6	0	0	Not Selected						0	0	84
1	0	0	Fall Thru Yr 1						0	0	52
3	0	0	Fall Thru Yr 3						0	0	42
3	0	0	Fall Thru Yr 3						0	0	45
3	0	0	Fall Thru Yr 3						0	0	44
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	31,293	31,293	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	57,813	57,813	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	169,001	169,001	258,107	92
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	41,526	41,526	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	48,519	48,519	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	59,670	59,670	149,715	91
2	0	0	Fall Thru Yr 2						0	0	37
2	0	0	Fall Thru Yr 2						0	0	41

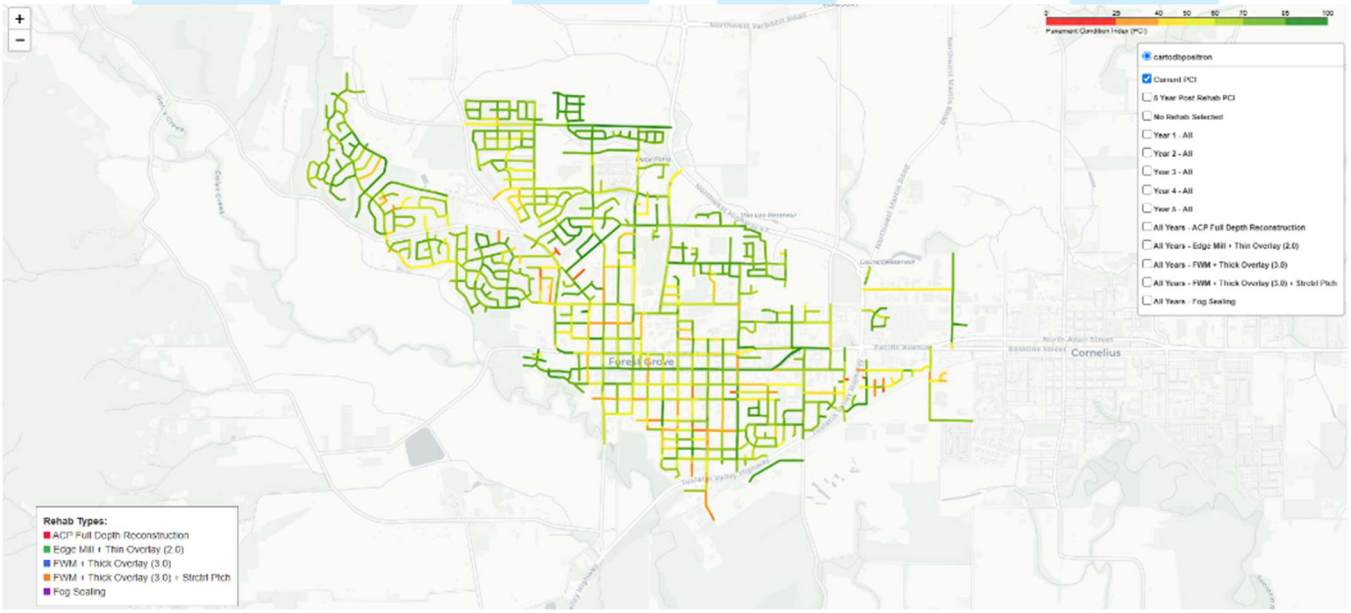
ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.



ESA dashboards, presenting PCI and backlog values after a 5-year analysis is generated under various budget scenarios and summarizing the recommended rehabilitation activities by extent.



ESA contains embedded GIS maps, allowing users to open GIS maps within the Excel interface.



ESA viewer, provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.

Optional Value-Added ESA Enhancements

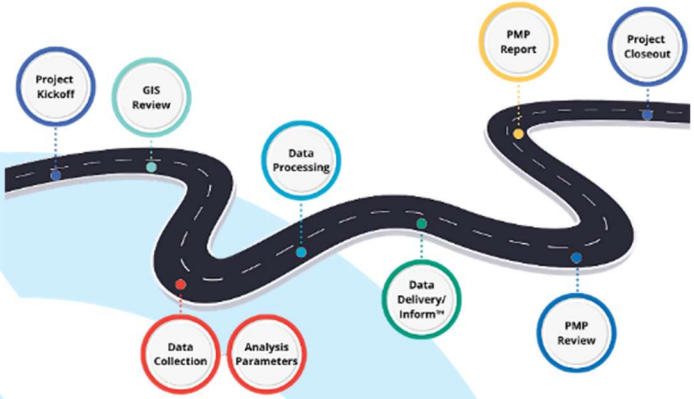
- Increase analysis period from 5 years to 10 years (ESA fee is multiplied by two (2))
- Additional budget breakdowns, other than one value in $/YR *(specific scoping required by pavement engineer)*
- Conversion of rehab unit rates to $/SY *(specific scoping required by pavement engineer)*
- Conversion of completed work (rehab type and rehab date for any work done after survey but before analysis start date) from any format other than a GIS-compatible format (shapefile, geodatabase or list of GISIDs) to an acceptable format for ESA *(specific scoping required by pavement engineer)*
- Conversion of planned work (rehab type and rehab date for any work to be done after analysis start date e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs) to an acceptable format for ESA *(specific scoping required by pavement engineer)*
- Inclusion of project groupings by any other approach such as groupings by subdivisions, zones, neighborhoods, etc. *(specific scoping required by pavement engineer)*
- Conversion of traffic data for integration of FFWD data into ESA *(specific scoping required by pavement engineer)*

APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

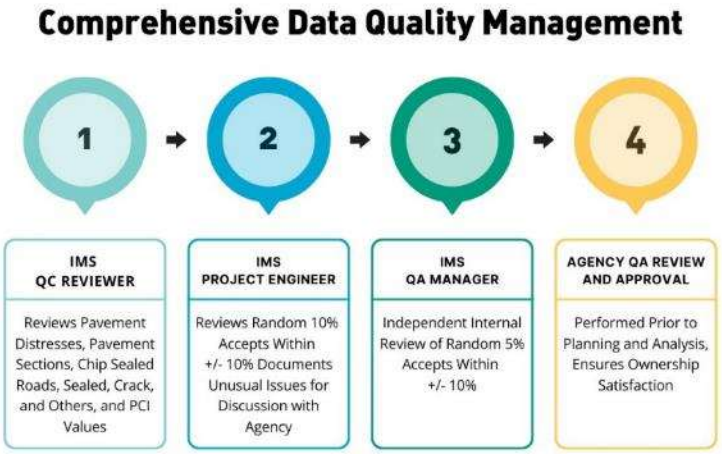
Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.

Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
  Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
  We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

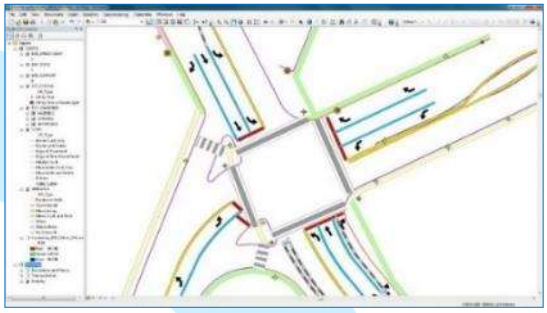
Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.

Appendix B – Additional Value-Added Services

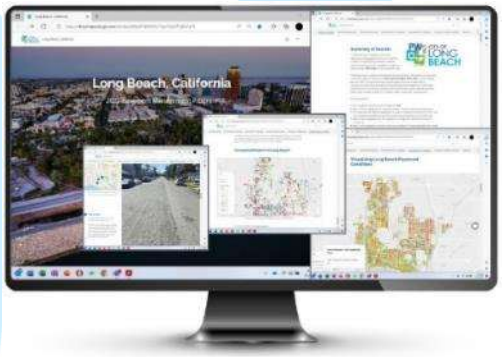
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, pedestrian curb ramps, pavement markings and striping, traffic signals, trees, and many others. Our ability to leverage the high resolution 360-degree imagery already collected makes this a frequently used add on service by our clients.



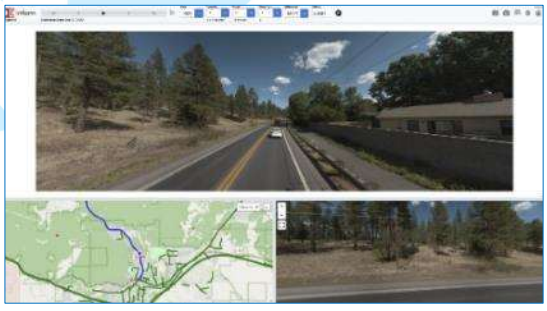
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Web Based Viewing Software, Including Thematic Maps

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.



The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

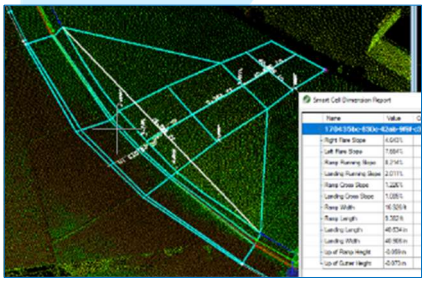
We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.

Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)



We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA non-compliance identification. With the evolving PROWAG requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.

Mobile Lidar for Pedestrian Curb Ramp Assessments



Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system (a Riegl VMQ-1HA) collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps to identify non-compliance.

Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed over 200 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



Appendix C – Enhanced ASTM D6433 Data Dictionary

The following pages outline the standard measurements that will be reported from our collected and processed data for roadways. We refer to this as a data dictionary, to clearly outline to our clients all data points we will be collecting and reporting data for. While this is the most typical data dictionary for municipal/county agencies, we can offer modifications to this. We additionally offer data dictionaries for other standards, such as ASTM E3303, FHWA LTPP, and more.

Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
D	Direction			x		N	Predominant direction of travel, N/E/S/W based upon average heading value of the segment.
E	PavementType			xxxxx		ASP	Predominant pavement type observed over reporting interval
F	StartChain	Miles		x.xxx	3	2.653	Start chainage as defined for segment by the shp file
G	EndChain	Miles		x.xxx	3	2.751	End chainage as defined for segment by the shp file
H	Length	Feet		xxx	1	517.1	Chainage Length of the Segment in feet
I	ROWImagePath			xxxxxxxxxx		M:/Raw/Images/image1.jpg	This is the internal path to the first image of each segment
J	ASP_Percent	%	Flexible	xx.x	1	95.7	Percentage of segment that is ASP and not affected by any Event Flags
K	ASP_Area	Square Feet	Flexible	xx.x	1	5762	Total accessible pavement area that is ASP and not affected by any Event Flags
L	Other_Percent	%	Other	xx.x	1	96.6	Percentage of segment that is Other and not affected by any Event Flags
M	JCP_Percent	%	Rigid	xx.x	1	4.3	Percentage of segment that is JCP and not affected by any Event Flags
N	JCP_Area	Square Feet	Rigid	xx.x	1	291.2	Total accessible pavement area that is JCP and not affected by any Event Flags
O	Valid_Percent	%		xx.x	1	88.9	Percentage of the segment length containing valid data and not affected by any Event Flags
P	EventFlag					Bridge	Flag indicating presence of either Construction, Bridge, Railroad etc for which the data is invalidated
Q	AssessableLength	Feet		xx.x	1	439.8	Assessable pavement length captured from IrisPRO Pave not affected by any Event Flags
R	AssessableWidth	Feet		xx.x	1	13.1	Assessable pavement width captured from IrisPRO Pave not affected by any Event Flags
S	AssessableArea	Square Feet		xx.x	1	5762	Assessable pavement area captured from IrisPRO Pave not affected by any Event Flags

Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
T	Speed	mph		xx.x	1	75.4	Average speed of collection through segment
U	MinSpeed	mph		xx.x	1	35.8	Minimum speed of collection through segment
V	MaxSpeed	mph		xx.x	1	90.7	Maximum speed of collection through segment
W	IRI_Left	in/mi		xxx.x	1	222.8	Lane left IRI where speed is greater than 12.5mph (Average); capped at 500
X	IRI_Right	in/mi		xxx.x	1	205.8	Lane right IRI where speed is greater than 12.5mph (Average); capped at 500
Y	IRI_Avg	in/mi		xxx.x	1	214.3	Lane average IRI where speed is greater than 12.5mph; capped at 500
Z	IRI_PercentInvalid	%		xx.x	1	13.3	Percentage of segment where IRI has been invalidated due to low speed or Event Flags
AA	Rutting_Left	Inches	Flexible	x.xx	2	0.17	Left wheelpath rut depth (Average)
AB	Rutting_Right	Inches	Flexible	x.xx	2	0.19	Right wheelpath rut depth (Average)
AC	Alligator_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Alligator Cracking as defined by ASTM D6433
AD	Alligator_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Alligator Cracking as defined by ASTM D6433
AE	Alligator_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Alligator Cracking as defined by ASTM D6433
AF	LongTrans_Low	Feet	Flexible	xx.x	1	23.5	Total length of low severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AG	LongTrans_Mod	Feet	Flexible	xx.x	1	27.9	Total length of moderate severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AH	LongTrans_High	Feet	Flexible	xx.x	1	12.2	Total length of high severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AI	PatchingUtilityCuts_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Patching & Utility Cuts as defined by ASTM D6433
AJ	PatchingUtilityCuts_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Patching & Utility Cuts as defined by ASTM D6433

Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
AK	PatchingUtilityCuts_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Patching & Utility Cuts as defined by ASTM D6433
AL	Pothole_Low		Flexible	x	0	10	Count of low severity Potholes as defined by ASTM D6433
AM	Pothole_Mod		Flexible	x	0	6	Count of moderate severity Potholes as defined by ASTM D6433
AN	Pothole_High		Flexible	x	0	3	Count of high severity Potholes as defined by ASTM D6433
AO	Raveling_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Raveling as defined by ASTM D6433
AP	Raveling_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Raveling as defined by ASTM D6433
AQ	Rutting_Low	Square Feet	Flexible	xx.x	1	27.9	Total area of low severity Rutting as defined by ASTM D6433
AR	Rutting_Mod	Square Feet	Flexible	xx.x	1	12.2	Total area of moderate severity Rutting as defined by ASTM D6433
AS	Rutting_High	Square Feet	Flexible	xx.x	1	23.5	Total area of high severity Rutting as defined by ASTM D6433
AT	CornerBreak_Low		Rigid	xx	0	10	Count of low severity Corner Break as defined by ASTM D6433
AU	CornerBreak_Mod		Rigid	xx	0	6	Count of moderate severity Corner Break as defined by ASTM D6433
AV	CornerBreak_High		Rigid	xx	0	3	Count of high severity Corner Break as defined by ASTM D6433
AW	DividedSlab_Low		Rigid	xx	0	10	Count of low severity Divided Slab as defined by ASTM D6433
AX	DividedSlab_Mod		Rigid	xx	0	6	Count of moderate severity Divided Slab as defined by ASTM D6433
AY	DividedSlab_High		Rigid	xx	0	3	Count of high severity Divided Slab as defined by ASTM D6433
AZ	Faulting_Low		Rigid	xx	0	10	Count of low severity Faulting as defined by ASTM D6433
BA	Faulting_Mod		Rigid	xx	0	6	Count of moderate severity Faulting as defined by ASTM D6433
BB	Faulting_High		Rigid	xx	0	3	Count of high severity Faulting as defined by ASTM D6433
BC	Linear_Low		Rigid	xx	0	10	Count of low severity Linear Cracking as defined by ASTM D6433
BD	Linear_Mod		Rigid	xx	0	6	Count of moderate severity Linear Cracking as defined by ASTM D6433

Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BE	Linear_High		Rigid	xx	0	3	Count of high severity Linear Cracking as defined by ASTM D6433
BF	Patching_Large_UtilityCuts_Low		Rigid	xx	0	10	Count of low severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BG	Patching_Large_UtilityCuts_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BH	Patching_Large_UtilityCuts_High		Rigid	xx	0	3	Count of high severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BI	Patching_Small_Low		Rigid	xx	0	10	Count of low severity Patching (Small) as defined by ASTM D6433
BJ	Patching_Small_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Small) as defined by ASTM D6433
BK	Patching_Small_High		Rigid	xx	0	3	Count of high severity Patching (Small)as defined by ASTM D6433
BL	CornerSpalling_Low		Rigid	xx	0	6	Count of low severity Corner Spalling as defined by ASTM D6433
BM	CornerSpalling_Mod		Rigid	xx	0	3	Count of moderate severity Corner Spalling as defined by ASTM D6433
BN	CornerSpalling_High		Rigid	xx	0	10	Count of high severity Corner Spalling as defined by ASTM D6433
BO	SlabCount		Rigid	xx	0	5	Count of slabs within the segment, not affected by any Event Flags
BP	PCI			xx	0	85	Pavement Condition Index (PCI)
BQ	PSCM		Flexible	x.xxx	3	0.15	ASTM Pavement Surface Cracking Metric (Crack Length * Crack Width / Interval Area) as defined by ASTM E3303
BR	PSCI		Flexible	xx.x	1	97.5	ASTM Pavement Surface Cracking Index as defined by ASTM E3303
BS	PSCPRM		Flexible	x.xxx	3	0.234	Pavement Surface Cracking, Potholes and Repair Metric is a variation of the PSCM which also includes patches, potholes and sealed cracks
BT	PSCPRI		Flexible	xx.x	1	92.4	Pavement Surface Cracking, Potholes and Repair Index is a variation of the PSCI which also includes patches, potholes and sealed cracks
BU	Start_Coords__LAT_	Decimal Degrees		xx.xxxxxxx	8	27.88503861	Latitude at start of segment in decimal degrees (WGS84)

Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BV	Start_Coords__LON_	Decimal Degrees		xx.xxxxxxxx	8	-82.4893195	Longitude at start of segment in decimal degrees (WGS84)
BW	End_Coords__LAT_	Decimal Degrees		xx.xxxxxxxx	8	27.8841875	Latitude at end of segment in decimal degrees (WGS84)
BX	End_Coords__LON_	Decimal Degrees		xx.xxxxxxxx	8	-82.489277	Longitude at end of segment in decimal degrees (WGS84)
BY	SurveyDate	Date		mm/dd/yyyy		12/21/2023	Date of data collection.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-237- Approve a Single Source Agreement with Sages Networks, Inc. for Electronic Plan Review, Permitting, Mobile Inspections, and Code Enforcement software not to exceed $200,000 per year for a three (3) year term commencing on September 15, 2025, through September 14, 2028.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-237.

Explanation of Request: Contract Period: Agreement effective September 15, 2025, through September 14, 2028.

On September 15, 2020, the City Commission awarded a competitive Request for Proposals (RFP No. 034-2410-19/EM) for permitting software, resulting in the selection of the current vendor, Sages Networks, Inc. All renewal options under the original agreement have now been exercised.

The permitting software is a critical operational tool for the City, supporting building permitting, inspections, electronic plan review, and Code Enforcement case management. Replacing this system would require significant time and resources for data migration, configuration, integration, staff training, and testing while also risking service disruption and potential data integrity issues.

The current vendor has provided consistent, reliable service, and City departments have established workflows, reporting structures, and integrations dependent on this platform. Changing vendors would disrupt these processes and result in substantial additional costs beyond the software license and maintenance fees. Sages Networks, Inc. has agreed to maintain current pricing for the next three years. Staff recommend continuing services with this vendor as a Single Source procurement in the City's best interest to ensure continuity, maintain operational efficiency, and avoid costly disruptions.

How will this affect city programs or services? Continues uninterrupted operation of permitting, inspections, and Code Enforcement functions.

Budgeted Item: Yes

Account Line Item and Description:

Budgeted funding is available in the Building Fund Account number 130-2411-524-46-91 Repair/Maintenance Services / Software Maintenance.

Fiscal Impact:

Not to exceed $200,000 annually, funded from Building Fund Account No. 130-2411-524-46-91 – Repair/Maintenance Services/Software Maintenance.

Attachments:
R25-237 Agenda_Item_3546-2025_Resolution_for_Sages_Networks.docx
Exhibit A to Resolution - Sages Electronic Plan Review Permitting and Inspections Agreement.pdf
COI Approval from Risk Management.pdf
COI Cyber LiabilityTech E&O Exp. 08-29-2026.pdf
COI General Liability Exp. 05-17-2026.PDF
Sages_Single_Source_Justification_Form-Signed.pdf

RESOLUTION NO. R25-237

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND SAGES NETWORKS INC. FOR ELECTRONIC PLAN SUBMITTAL AND MARKUP MANAGEMENT SYSTEM WITH MOBILE INSPECTION SOFTWARE IN AN AMOUNT NOT TO EXCEED $200,000 PER YEAR FOR A THREE-YEAR TERM; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City previously issued Request for Proposal 034-2410-19/EM to obtain Electronic Plan Submittal and Markup Management System with Mobile Inspection Software, and contracted with Sages Networks Inc. ("Vendor") for such products and services, and

WHEREAS, the existing contract expires on September 14, 2025; and

WHEREAS, the City has determined that the Vendor is the sole source provider capable of continuing to provide the Electronic Plan Submittal and Markup Management System with Mobile Inspection Software (the "Services") without requiring a complete system replacement, as the Vendor possesses the proprietary knowledge, software architecture, and technical expertise necessary to maintain seamless operations of the existing system, and procurement of alternative solutions would require substantial system migration costs, staff retraining, and potential service disruptions that would not be in the City's best interest; and; and

WHEREAS, the City desires to engage the Vendor to provide the Services described in the quote over a 3-year period; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Agreement between the City and Sages Networks Inc., for Electronic Plan Submittal and Markup Management System with Mobile Inspection Software in an amount not to exceed $200,000 per year for a three-year term.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby

approve an Agreement between the City and Sages Networks Inc., for Electronic Plan Submittal and Markup Management System with Mobile Inspection Software in an amount not to exceed $200,000 per year for a three-year term (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Vilmar Villafane to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-237

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SAGES NETWORKS, INC., FOR ELECTRONIC PLAN REVIEW, PERMITTING, MOBILE INSPECTIONS & CODE ENFORCEMENT

This Agreement is made as of this _day of _____, 2025, by and between SAGES, NETWORKS, INC., with a principal address 100 North Point Center, Suite 125, Alpharetta, GA 30022, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City previously issued Request for Proposal 034-2410-19/EM to obtain Electronic Plan Submittal and Markup Management System with Mobile Inspection Software, and contracted with Vendor for such products and services, and

WHEREAS, the existing contract expires on September 14, 2025; and

WHEREAS, the City has determined that the Vendor is the sole source provider capable of continuing to provide the Electronic Plan Submittal and Markup Management System with Mobile Inspection Software (the "Services") without requiring a complete system replacement, as the Vendor possesses the proprietary knowledge, software architecture, and technical expertise necessary to maintain seamless operations of the existing system, and procurement of alternative solutions would require substantial system migration costs, staff retraining, and potential service disruptions that would not be in the City's best interest; and; and

WHEREAS, the City desires to engage the Vendor to provide the Services described in the quote attached as Exhibit A over a multi-year period; and

WHEREAS, Vendor has agreed to provide the Services in accordance with the terms and conditions set forth herein and the attached quote.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES:** Vendor shall provide all equipment, materials, tasks, and labor necessary to provide the Services as described in the quote attached hereto as **Composite Exhibit A** and incorporated into this Agreement by reference. Vendor shall perform all Services diligently, carefully, and thoroughly consistent with good business practice and in compliance with the Service Level Agreement set forth in **Composite Exhibit A**. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Services are free from improper workmanship and defective materials for a period of one year following completion of the Services.

2. **COMMENCEMENT OF SERVICES, TERM, RENEWALS:**

a) Work under this Agreement shall commence upon the City giving written notice to proceed to the Vendor along with a purchase order. The Vendor shall complete all Services in accordance with the schedule set forth in Exhibit A. Time is of the essence for the Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

b) This Agreement shall be for a term of three (3) years, commencing on September 15, 2025, and shall remain in effect through September 14, 2028 ("Term"), unless otherwise terminated as provided in this Agreement.

3. **FEE:** As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor as set forth in the quote attached hereto as **Composite Exhibit A**. The total annual amount shall not exceed Two Hundred Thousand Dollars ($200,000), which represents an annual enterprise license fee of $132,000 per year, and an allowance of $68,000 per year for as-needed professional services billed at the hourly rates set forth in **Composite Exhibit A** (the "Fee"). The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor, unless otherwise specifically noted in **Composite Exhibit A**.

4. **PAYMENT SCHEDULE:** Payment shall be made annually upon receipt of a proper invoice from Vendor as described in Section 6 below.

5. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City:
Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Copy:
Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Vendor:
Sages Networks, Inc.
Harish Krishna, President
100 N. Point Center E., Suite 125
Alpharetta, Georgia 30022-8214
Telephone: (678) 471-7392
Email: hkrishna@sagesnetworks.com

6. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:
Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing Services, the nature of the service, hourly rate, and date(s) of service. Invoices may be submitted in accordance with the schedule specified in Exhibit A; however, all Services provided before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall only be made for Services actually performed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the payment schedule indicated above.

Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

8. **SOVEREIGN IMMUNITY:** Nothing in this Agreement or herein shall be considered or construed to waive the City's rights and immunities under common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES:** If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

a) Keep and maintain public records required by the City to perform the service ;
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;
c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and
d) Upon completion of the contract, the Vendor shall transfer to the City, at no cost to the City, all public records in the Vendor's possession. All records stored electronically by the Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: CITY CLERK OFFICE 100 E. OCEAN AVENUE BOYNTON BEACH, FLORIDA, 33435 561-742-6060, CityClerk@bbfl.us

11. **VENUE, JURISDICTION, WAIVER OF JURY TRIAL:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

12. **TERMINATION FOR CONVENIENCE:** Either Party may terminate this Agreement for convenience upon fourteen (14) calendar days of written notice. In this event, the Vendor shall be compensated for Services performed through the termination date.

13. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

14. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of the termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due the Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

15. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage set forth in the Insurance Advisory

attached hereto as **Exhibit B**, and incorporated herein by reference. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insureds.

16. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

17. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that the Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

18. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

19. **REGULATORY CAPACITY**. Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

20. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City with written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

21. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for the fiscal year of this Agreement, and is subject to termination based on lack of funding.

23. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

24. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

25. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing the Services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon completion of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after completion. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

26. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

27. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

28. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically. Each of these shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **FORCE MAJEURE:** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by force majeure events beyond the reasonable control of such Party, including but not limited to acts of God, hurricane, tornado, fire, flood, earthquake, explosion, war, terrorism, riot, civil disorder, act of any government body, or other similar causes. The Party affected by such force majeure event shall notify the other Party within a reasonable time of the commencement and termination of the force majeure event. The time for performance shall be extended for a period equal to the duration of the force majeure event, provided that if such period exceeds sixty (60) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

30. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

31. **ENTIRE AGREEMENT:** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

32. **SEVERABILITY:** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

33. **AMENDMENTS**: No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

34. **HEADINGS**: The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

35. **NO CONSTRUCTION AGAINST DRAFTER**: The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

36. **ANTI-HUMAN TRAFFICKING**: On or before the effective date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

37. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN.** Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

38. **VERIFICATION OF EMPLOYMENT ELIGIBILITY.** Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

39. **PUBLIC ENTITY CRIME ACT**: Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

40. **ENTITIES OF FOREIGN CONCERN**: The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Vendor and any subcontractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

CITY OF BOYNTON BEACH, FLORIDA

_____

Rebecca Shelton, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

SAGES NETWORKS, INC.

_____

(Signature), Company

Harish Krishna

Print Name of Authorized Official

President

Title

SAGES NETWORKS, INC. General Corporation SEAL 2000 DELAWARE

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

Preeti Ayyangar

Print Name

EXHIBIT A
VENDOR QUOTE, SCOPE OF SERVICES, AND SERVICE LEVEL AGREEMENT

SagesGov

SagesGov Elecronic Plan Review, Permitting, Mobile Inspections & Code Enforcement for The City of Boyton Beach, Florida

Item	Description	Qty	Unit Cost	Annual Total
1	SagesGov Plan Reviewer License integrated with Bluebeam Revu	Unlimited	$2880 per user / year	$132,000 / year
2	SagesGov Permit Tech, Planner, Inspector License and Code Enforcement Officer License	Unlimited	$1728 per user / year	
3	Functional Support limited to 5 hours per month for all departments.	60 hours	$200 / hour	
4	The City can add as Users, add Tiles and add Departments as needed.	Unlimited		
Unlimited users from any City Department				**$132,000 / year**

- SagesGov Enterprise license 3 year cost is as per the table below:

Year	SagesGov software Enterprise license Unlimited users from any City Department	Line Total
1	$132,000 / year	$132,000 / year
2	$132,000 / year	$132,000 / year
3	$132,000 / year	$132,000 / year

- In addition, the City may wish to engage Sages Networks in professional services from time to time. The following table provides information rates for these professional services.

Item	Professional Services Hours	Unit Cost	Line Total
1	5-50 hours	$225 / hour	
2	51-100 hours	$200 / hour	
3	101-150 hours	$175 / hour	
4	151+ hours	$150 / hour	

Sages Networks Inc
100 North Point Center, Suite #125
Alpharetta, GA 30022

SAGES SERVICE LEVEL AGREEMENT - City of Boynton Beach FL

A. SAGES - SOFTWARE AS A SERVICE (SaaS)

SAGES guarantees certain levels of service for its SaaS production environment. These service levels are measured in terms of "Uptime" and "Response Time". Customer's sole remedy for failure to meet service levels in a given calendar month is defined in this Service Level Agreement ("SLA").

1. Uptime

Uptime is the amount of time in a given calendar month that the SAGES SaaS production environment will be available. This includes the functioning of the SAGES production environment and software, but does not include any performance issues caused by: (i) factors outside of SAGES's reasonable control or as listed in the Force Majeure clause of the Agreement; or (ii) Customer's network, infrastructure, services, equipment or software running on Customer's server(s) or third party equipment, or both (not within the primary control of SAGES). The guaranteed service level for Uptime is 97% of the time in a given calendar month.

2. Maintenance

Scheduled Maintenance includes production patches or enhancements of the SAGES SaaS production environment that may be applied during the hours of 9:00PM to 6:00 AM EST, 7 days a week.

3. Response Time

Severity	Quality Criteria	Definition
Critical	Average Technical Support & Maintenance Response Time* <= 1 Hour	Business outage or significant customer impact that threatens future productivity.
Urgent	Average Technical Support & Maintenance Response Time* <= 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.
Important	Average Technical Support & Maintenance Response Time* <= 4 Hours	Important issue that does not have significant current productivity impact.
Monitor	Average Technical Support & Maintenance Response Time* <= 1 business day	Issue requiring no further action beyond monitoring for follow up, if needed
Informational	Average Technical Support & Maintenance Response Time* <= 2 business days	Request for Information only

**Response time is the time it takes for SAGES to respond to the customer and acknowledge the issue.*

EXHIBIT B
INSURANCE ADVISORY

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

AMERICA'S GATEWAY TO THE GULFSTREAM

From: Certificate of Insurance
To: Villafane, Vilmar; Certificate of Insurance
Cc: Clavel, Melissa; Brown, Saleica
Subject: RE: Approval Needed by 8/14/25 - Sages Network Agreement (Permitting Software)
Date: Wednesday, August 13, 2025 9:39:10 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Good morning,
Both certificates are sufficient.
Thank you,

From: Villafane, Vilmar <VillafaneV@bbfl.us>
Sent: Wednesday, August 13, 2025 9:15 AM
To: Certificate of Insurance <COI@bbfl.us>
Cc: Clavel, Melissa <clavelm@bbfl.us>; Brown, Saleica <BrownST@bbfl.us>
Subject: RE: Approval Needed by 8/14/25 - Sages Network Agreement (Permitting Software)
Importance: High

Good morning,

The vendor has a separate cyber liability/tech E&O policy and have made the City a certificate holder on the cyber policy. They also made the City as additional insured under the General Liability as required. Please advise.

Thank you.

Very Respectfully,

Vilmar Villafane, MBA, PMQ
Development Services Administrator
Development Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6096
VillafaneV@bbfl.us | boynton-beach.org/
Open Data

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Certificate of Insurance <COI@bbfl.us>
Sent: Tuesday, August 12, 2025 4:25 PM
To: Villafane, Vilmar <VillafaneV@bbfl.us>; Certificate of Insurance <COI@bbfl.us>
Cc: Clavel, Melissa <clavelm@bbfl.us>; Brown, Saleica <BrownST@bbfl.us>
Subject: RE: Approval Needed by 8/14/25 - Sages Network Agreement (Permitting Software)

Good afternoon,
We have reviewed the attached COI. Please have the vendor list the City as additional insured for general liability as stated in the agreement . Also, please confirm with the vendor if cyber is covered under their professional liability coverage.

From: Villafane, Vilmar <VillafaneV@bbfl.us>
Sent: Tuesday, August 12, 2025 1:38 PM
To: Certificate of Insurance <COI@bbfl.us>
Cc: Clavel, Melissa <clavelm@bbfl.us>; Brown, Saleica <BrownST@bbfl.us>
Subject: Approval Needed by 8/14/25 - Sages Network Agreement (Permitting Software)
Importance: High

Good afternoon,

I have attached the agreement for Sages Network (our current permitting software) with the Certificate of Insurance. Please know that our current contract expires on September 14, 2025. Kindly, please review the COI and let me know if anything further is needed. The next available City Commission Meeting before the agreement expires is September 2, 2025 and the deadline for adding agenda items is this week on August 15, 2025.

Please let me know if it would be possible to have this reviewed and approved by Thursday, August 14. Thank you.

Very Respectfully,

Vilmar Villafane, MBA, PMQ
Development Services Administrator
Development Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6096
VillafaneV@bbfl.us | boynton-beach.org/
Open Data

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSIS Insurance Services 3315 Old Conejo Road Thousand Oaks CA 91320	**CONTACT NAME:** CSIS Insurance Services **PHONE (A/C, No, Ext):** (888) 501-2747 **FAX (A/C, No):** (888) 502-2747 **E-MAIL ADDRESS:** certifcates@csisonline.com
INSURED Harish Krishna 100 North Point Center, Suite #125 Alpharetta GA 30022	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Master as of 08/29/25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	CYBER LIABILITY/TECH E&O			D01829920	08/29/2025	08/29/2026	General Aggregate Each Occurrence Errors & Omissions	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Boynton Beach Attn: Risk Management
100 E. Ocean Ave

Boynton Beach FL 30022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg Lay

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 08/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sages Networks
100 North Point Center, Suite #125
Alpharetta, GA 30022

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
100 North Point Center, Suite #125, Alpharetta, GA 30022

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS
A	X **PROPERTY**		P100.276.184.8	05/17/2025	05/17/2026		BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLES				X	PERSONAL PROPERTY	$ $ 25,000
	BASIC	BUILDING				X	BUSINESS INCOME	$
	BROAD	CONTENTS				X	EXTRA EXPENSE	$
	X SPECIAL	$ 1,000					RENTAL VALUE	$
	EARTHQUAKE						BLANKET BUILDING	$
	WIND						BLANKET PERS PROP	$
	FLOOD						BLANKET BLDG & PP	$
								$
								$
	INLAND MARINE		TYPE OF POLICY					$
	CAUSES OF LOSS							$
	NAMED PERILS		POLICY NUMBER					$
								$
	CRIME							$
	TYPE OF POLICY							$
								$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							$
								$
								$
								$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33435

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary J Boyd

© 1995-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Sages Networks 100 North Point Center, Suite #125 Alpharetta, GA 30022	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		P100.276.184.8	05/17/2025	05/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			P100.276.184.8	05/17/2025	05/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 1,000,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

© 1988-2015 ACORD CORPORATION. All rights reserved.

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Building Department
Division	
Point of Contact	John Kuntzman, Building Director
Phone Number	561-742-6376
Vendor	
Company Name	Sages Networks, Inc.
Address	50 Hurt Plaza SE, Suite 1446 Atlanta, Good afternoon 30303
Phone Number	404-892-6184
Point of Contact and Title	Harish Krishna, President
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	N/A
Product or Service	
Product/Service Name	Sages Gov Software
Manufacturer	
Make/Model #	
Price	$200,000
Did you negotiate the terms or prices with the vendor? ☒ Yes ☐ No	
Why is this price considered to be fair and reasonable? A comparison was performed using the State of Florida Managed Services website to compare rates on what they have on file for consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services or re-purchase for compatibility reasons) ☐ Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

☐ Sole provider of a licensed or patented good or service

☒ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☒ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

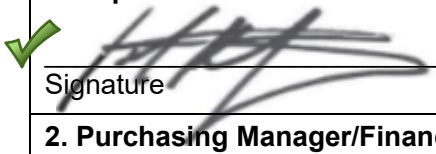
What necessary features does this vendor provide that are unavailable from other vendors? **Please be specific. Soliciting new software will require implementation. This is the City's Building Department's permitting software RFP No. 034-2410-19/EM (The City exercised all renewals).**

Attach documentation to substantiate this sole source claim, including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director



Signature 06/05/2025 Date

SIGN HERE

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents:

☑ I recommend.

☐ I do not recommend this being certified as a sole source.

☐ Required to be advertised for a period of 7 business days before award.

Andrew Rozwadowski, CPPB, NIGP-CPP
Signature

8.21.2025
Date

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Resolution No. R25-238- Approving an increase in the annual expenditure from $2,400,000 to $3,680,000 for Asphalt Repair and Resurfacing Services provided by Atlantic Southern Paving and All County Paving.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-238.

Explanation of Request: In Fiscal Year 2021-22, the City Commission approved Resolution R22-057 to award citywide asphalt resurfacing and repair services through a competitive solicitation process to two contractors: Atlantic Southern Paving and All County Paving. The original combined annual expenditure authority was set at $2,000,000.

Due to increased service demands, expanded resurfacing efforts, and rising material and labor costs, the City Commission approved an increase to $2,400,000. In March 2025, the Commission further directed staff to accelerate resurfacing projects in neighborhoods throughout the City to improve road conditions and enhance the quality of life for visitors and residents. As of July 2025, the combined expenditures for both vendors have approached this revised limit.

These vendors primarily support Capital Improvement projects, but they also provide operational services essential to the City's day-to-day roadway maintenance needs.

To ensure the City can continue meeting resurfacing needs through the end of the fiscal year without service disruption, staff is requesting Commission approval to increase the annual expenditure authority to $3,300,000 for the remainder of the contract, which expires on April 4, 2026. This adjustment will provide the necessary capacity to process upcoming work orders and ensure timely payment to the vendor.

How will this affect city programs or services? This increase will support continued implementation of the City's Pavement Management Program, addressing critical roadway repairs and improving drivability and safety across City streets. It ensures the City can maintain proactive pavement preservation efforts and timely response to resident and infrastructure needs.

Budgeted Item: Yes

Account Line Item and Description: Various capital improvement and operational accounts across the City.

Fiscal Impact: This is a budgeted item; the request increases the spending authority only.

Attachments:
R25-238 Agenda_Item_3512-2025_Resolution_for_ITB_No._PWE22-008_for_asphalt_and_sidewalk_rehab_expenditure_increase.docx
R22-057.pdf
Renewal Agenda 12.17.24.pdf
Renewal_Interest_Letter_-m_M_Asphalt-All_County_25-26_Signed.pdf
Renewal_Interest_Letter-Southern_Asphalt_Paving_25-26_Signed.pdf
RFPs-BIDs_extensions_annual expenditure.pdf

RESOLUTION NO. R25-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE INCREASE OF THE ANNUAL EXPENDITURE FROM $2,400,000 TO $3,680,000 FOR ITB NO. PWE22-008 FOR ASPHALT AND SIDEWALK REHABILITATION ON AN AS-NEEDED BASIS, PROVIDED BY ATLANTIC SOUTHERN PAVING AND SEALCOATING LLC, AND M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING; AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 5, 2022, the City Commission approved Resolution No. R22-057 awarding Bid No. PWE22-008 for asphalt and sidewalk rehabilitation on an as-needed basis to Atlantic Southern Paving and Sealcoating LLC, and M&M Asphalt Maintenance Inc., d/b/a All County Paving, and approving an Agreement with each awarded Vendor, for a budgeted amount of $2,000,000 yearly for the services; and

WHEREAS, on December 17, 2024, the City Commission approved the renewal of the Agreements through April 4, 2026, and increased the annual expenditure to $2,400,000; and

WHEREAS, in March 2025, the Commission further directed staff to accelerate resurfacing projects in neighborhoods throughout the City to improve road conditions and enhance the quality of life for visitors and residents. As of July 2025, the expenditure has approached this revised budgeted annual expenditure; and

WHEREAS, to ensure the City can continue meeting resurfacing needs through the end of the fiscal year without service disruption, staff is requesting Commission approval to increase the annual expenditure to $3,200,000 for the remainder of the contract term. This adjustment will provide the necessary capacity to process upcoming work orders and ensure timely payment to the Vendor; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the increase of the annual expenditure from $2,400,000 to $3,680,000 for ITB No. PWE22-008 for asphalt and sidewalk rehabilitation on an as-needed basis, provided by Atlantic Southern Paving and Sealcoating LLC, and M&M Asphalt Maintenance Inc., d/b/a All County Paving.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the increase of the annual expenditure from $2,400,000 to $3,680,000 for ITB No. PWE22-008 for asphalt and sidewalk rehabilitation on an as-needed basis, provided by Atlantic Southern Paving and Sealcoating LLC, and M&M Asphalt Maintenance Inc., d/b/a All County Paving.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-238

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R22- 057

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AWARD OF BID NO. PWE22-008 FOR "ASPHALT AND SIDEWALK REHABILITATION", AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACTS WITH THE TWO (2) LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS, ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC OF SUNRISE, FLORIDA AND M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA FOR ASPHALT AND SIDEWALK RESTORATION, TO ESTABLISH A PRE-QUALIFIED LIST OF VENDORS WITH AN ESTIMATED ANNUAL EXPENDITURE OF $2,000,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the contract is to provide asphalt and sidewalk rehabilitation and associated work on an as needed basis per the specifications and requirements as defined within the bid documents; and

WHEREAS, the initial term of the Bid award shall be for three (3) years and by mutual agreement between the City and the awardee(s), may be renewed for two (2) one-year terms.; and

WHEREAS, On February 24, 2022, the City opened a total of four (4) proposals to this Bid and in accordance with the terms and conditions of the Bid, the City reserves the right to make multiple awards for this Bid and to award to the vendor(s) whose bid represents the most advantageous bid to the City, price, and other factors considered; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00, copies of the Contracts are attached hereto and incorporated herein as Exhibits "A" and "B" respectively.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of April, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Thomas Turkin	✓	___
Commissioner – District 4 - Vacant	___	___
VOTE	4-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

R22-057

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and **ATLANTIC SOUTHERN PAVING ND SEALCOATING, LLC**, hereinafter referred to as **"Vendor"**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide asphalt and sidewalk rehabilitation, on an as-needed basis per specifications.

2. SCOPE OF SERVICES. The vendor agrees to perform road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment, and supplies.

3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. The vendor shall perform all services and provide all work products required pursuant to this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) year, commencing on **April 5, 2022 through April 4, 2025**. The City reserves the right to renew the agreement for two (2) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in the cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by the Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to the Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.

    b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

    c. Final payment of any balance due to the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

    d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

    e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Vendor's endeavors.

7. COMPLIANCE WITH LAWS. The vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to $2,000.000 aggregate with defense costs in addition to limits.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift,
    or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

15. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

16. TERMINATION.
    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the Vendor.

    b. In the event of the death of a member, partner, or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City if the City so chooses.

17. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to the Vendor shall be sent to the following address:

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd
Sunrise, FL 33313
Phone Contact: (954) 299-6114
Email: rich@atlanticsouthernpaving.com

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

20. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

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

22. E-VERIFY

22.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 18 day of April, 2022.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

COMPANY

(Signature), Company

Terry Smith

Print Name of Authorized Official

COO

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Billy Gustin

Print Name

Approved as to Form:

James A. Cherof, City Attorney

Attested/Authenticated:

for Crystal Gibson
City Clerk

R22-057

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND M & M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and **M & M ASPHALT MAINTENANCE INC. D/B/A ALL COUNTY PAVING**, hereinafter referred to as **"Vendor"**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide asphalt and sidewalk rehabilitation, on an as-needed basis per specifications.

2. SCOPE OF SERVICES. The vendor agrees to perform road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment, and supplies.

3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. The vendor shall perform all services and provide all work products required pursuant to this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) year, commencing on **April 5, 2022 through April 4, 2025**. The City reserves the right to renew the agreement for two (2) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in the cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by the Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to the Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.

    b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

    c. Final payment of any balance due to the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

    d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

    e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Vendor's endeavors.

7. COMPLIANCE WITH LAWS. The vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to $2,000.000 aggregate with defense costs in addition to limits.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift,
    or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

15. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

16. TERMINATION.
    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the Vendor.

    b. In the event of the death of a member, partner, or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City if the City so chooses.

17. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to the Vendor shall be sent to the following address:

M & M Asphalt Maintenance Inc. D/B/A All County Paving
Attn: Jeffrey Cohen
1180 SW 10th Street
Delray Beach, FL 33444
Phone Contact: (561) 588-0949
Email: publicworks@allcountypaving.com

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

20. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

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

22. E-VERIFY

22.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 18 day of April, 2022.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

COMPANY

(Signature), Company

Jeffrey Cohen | Executive Vice President

Print Name of Authorized Official

Executive Vice President

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Denisse Cameron

Print Name

Approved as to Form:

James A. Cherof, City Attorney

Attested/Authenticated:

for Tammye Stanzione

Crystal Gibson
City Clerk

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for December 17, 2024 - "Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement Services seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and anticipated expenditures by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Cayco Landscaping	Landscaping Maintenance Services for Parks, Future Parks/Scrubs	Bid No. 031-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $175,000

Cayco Landscaping	Landscaping Maintenance Services for Facility Sites	Bid No. 032-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $160,000
Batallan Enterprises, Inc. dba Property Works	Landscaping Maintenance Services for Medians and Right-of-Ways/ROWs (MR)	Bid No. 033-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $510,000
Information Consultants, Inc.	Annual Laserfiche Maintenance and Support Services	City of Boynton Beach Service Agreement 010-1510-21/RW	January 5, 2025 – January 4, 2026	Annual Estimated Expenditure $128,000
Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving	Asphalt and Sidewalk Rehabilitation	Bid No. PWE22-08	April 5, 2025 to April 4, 2026	Annual Estimated Expenditure $2,400.000

How will this affect city programs or services?

This renewal report will be used for solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact: Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS December 17 2024 Report - Exhibit A.docx
Renewal Interest Letter - 031-2730-20/RW - Parks Future Parks - Cayco Landscaping 2025-2025.pdf
24.10.28 - 032-2730-20/RW - CAYCO 2025 Price Increase Request-Memo.pdf

24.10.28 - CAYCO 2025 Price Increase Request-Memo - 031-2730-20-RW Parks Future Parks-Scrubs.pdf
24.10.28 - Renewal Interest Letter - 032-2730-20/RW - Cayco Landscaping - Facility Sites - 2025.pdf
Renewal Interest Letter - 033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Signed
033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Increase letter City of Boynton FY25.pdf
Renewal_Interest_Letter-Laserfiche Support Maint Information Consultants 25-26 - signed.pdf
Renewal Interest Letter-Southern Asphalt Paving 25-26 Signed.pdf
Renewal Interest Letter -M &M Asphalt-All County 25-26 Signed.pdf

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

M & M Asphalt Maintenance Inc. dba All County Paving
Attn: Jeffrey Cohen
1180 SW 10th Street
Delray Beach, FL 33444

VIA EMAIL TRANSMITTAL TO: publicworks@allcountypaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Jeffrey Cohen:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC.

AGREEMENT RENEWAL TERM: *APRIL 5, 2025 – APRIL 4, 2026*

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

M&M Asphalt Maintenance Inc. dba All County Paving

NAME OF COMPANY

SIGNATURE

Kenneth Goldberg

NAME OF REPRESENTATIVE (please print)

President

TITLE

11/21/24

DATE

561-588-0949

(AREA CODE) TELEPHONE NUMBER

Public Works @ All County Paving.com

E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd.
Sunrise, FL 33313

VIA EMAIL TRANSMITTAL TO: rich@atlanticsouthernpaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Rich Atzert:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC**.**

AGREEMENT RENEWAL TERM: ***APRIL 5, 2025 – APRIL 4, 2026***

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Atlantic Southern Paving and Sealcoating, LLC

NAME OF COMPANY

SIGNATURE

Terence Smith

NAME OF REPRESENTATIVE (please print)

COO

TITLE

11/21/2024

DATE

954-581-5805

(AREA CODE) TELEPHONE NUMBER

terry@atlanticsouthernpaving.com

E-MAIL

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for December 17, 2024 - "Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement Services seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and anticipated expenditures by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Cayco Landscaping	Landscaping Maintenance Services for Parks, Future Parks/Scrubs	Bid No. 031-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $175,000

Cayco Landscaping	Landscaping Maintenance Services for Facility Sites	Bid No. 032-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $160,000
Batallan Enterprises, Inc. dba Property Works	Landscaping Maintenance Services for Medians and Right-of-Ways/ROWs (MR)	Bid No. 033-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $510,000
Information Consultants, Inc.	Annual Laserfiche Maintenance and Support Services	City of Boynton Beach Service Agreement 010-1510-21/RW	January 5, 2025 – January 4, 2026	Annual Estimated Expenditure $128,000
Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving	Asphalt and Sidewalk Rehabilitation	Bid No. PWE22-08	April 5, 2025 to April 4, 2026	Annual Estimated Expenditure $2,400.000

How will this affect city programs or services?

This renewal report will be used for solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact: Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS December 17 2024 Report - Exhibit A.docx
Renewal Interest Letter - 031-2730-20/RW - Parks Future Parks - Cayco Landscaping 2025-2025.pdf
24.10.28 - 032-2730-20/RW - CAYCO 2025 Price Increase Request-Memo.pdf

24.10.28 - CAYCO 2025 Price Increase Request-Memo - 031-2730-20-RW Parks Future Parks-Scrubs.pdf
24.10.28 - Renewal Interest Letter - 032-2730-20/RW - Cayco Landscaping - Facility Sites - 2025.pdf
Renewal Interest Letter - 033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Signed
033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Increase letter City of Boynton FY25.pdf
Renewal_Interest_Letter-Laserfiche Support Maint Information Consultants 25-26 - signed.pdf
Renewal Interest Letter-Southern Asphalt Paving 25-26 Signed.pdf
Renewal Interest Letter -M &M Asphalt-All County 25-26 Signed.pdf

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/ 2/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-012- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Section 16-44 of the City Code of Ordinances Entitled "Gambling"; providing for codification; conflicts; severability; and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-012.

Explanation of Request: The City's legal team is requesting to repeal a City Ordinance that is redundant of Florida Statutes. Repealing the Ordinance and relying solely on the State statutes guarantees that the City stays current with Florida precedent. The City Ordinances is:

Gambling Ordinance (Section 16-44) - Being repealed because section 849.08, Florida Statutes, already addresses gambling regulation with substantially similar language to the City's ordinance.

How will this affect city programs or services? N/A - no impact to City programs or services.

Account Line Item and Description: N/A

Fiscal Impact: N/A - no fiscal impact.

Attachments:
Ord 25-012 Repealing_Ordinance_-_Section_16-44_-_Gambling_-_Final.docx

ORDINANCE NO. 25-012

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING SECTION 16-44 OF THE CITY CODE OF ORDINANCES ENTITLED "GAMBLING"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Part II "Code of Ordinances," Article II "City Parks and Beaches," Division 2 "Conduct Regulated," Section 16-44 "Gambling" of the City of Boynton Beach Code of Ordinances currently prohibits gambling at any beach or park; and

WHEREAS, Section 849.08, Florida Statutes, already addresses the regulation of gambling with substantially similar and redundant language to that contained in Section 16-44 of the City's Code of Ordinances; and

WHEREAS, the City Commission has determined that the provisions of Section 16-44 are duplicative of state law and create unnecessary redundancy in the City's Code of Ordinances; and

WHEREAS, the City Commission finds the repeal of Part II "Code of Ordinances," Article II "City Parks and Beaches," Division 2 "Conduct Regulated," Section 16-44 "Gambling" of the City of Boynton Beach Code of Ordinances is in the best interest of the citizens and residents of the City of Boynton Beach.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Boynton Beach hereby repeals Part II "Code of Ordinances," Article II "City Parks and Beaches," Division 2 "Conduct Regulated," Section 16-44 "Gambling" of the City of Boynton Beach Code of Ordinances.

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention. .

Section 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/ 2/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-014- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XII, Section 15-128 through 15-133 of Chapter 15 of the City Code of Ordinances, which established and revised the prohibition of loitering in the City of Boynton Beach; providing for codification; conflicts; severability; and an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 25-014, on Second Reading.

Explanation of Request:

The City's legal team is requesting to repeal a City Ordinance that is redundant with Florida Statutes. Repealing the Ordinance and relying solely on the State statutes guarantees that the City stays current with Florida precedent. The City Ordinances is:

Loitering Ordinance (Article XII of Chapter 15) - Being repealed because section 856.021, Florida Statutes, already addresses loitering regulation with substantially similar and redundant language to the City's ordinance.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord_25-014_Repealing_Ordinance_-_Article_XII_of_Chapter_15_-_Loitering_-_Final.docx

ORDINANCE NO. 25-014

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING ARTICLE XII, SECTION 15-128 THROUGH 15-133 OF CHAPTER 15 OF THE CITY CODE OF ORDINANCES, WHICH ESTABLISHED AND REVISED THE PROHIBITION OF LOITERING IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Article XII of Chapter 15 of the City's Code of Ordinances currently prohibits loitering in the City of Boynton Beach; and

WHEREAS, Section 856.021, Florida Statutes, already addresses the regulation of Loitering with substantially similar and redundant language to that contained in Article XII of Chapter 15 of the City's Code of Ordinances; and

WHEREAS, the City Commission has determined that the provisions of Article XII of Chapter 15 are duplicative of state law and create unnecessary redundancy in the City's Code of Ordinances; and

WHEREAS, the City Commission finds the repeal of Article XII of Chapter 15 of the City of Boynton Beach Code of Ordinances is in the best interest of the citizens and residents of the City of Boynton Beach.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Boynton Beach hereby repeals Article XII of Chapter 15 of the City of Boynton Beach Code of Ordinances.

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.
SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/ 2/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-015- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 10, Article III, entitled "Abandoned Property" by repealing Article III in its entirety and replacing it with a new Article III entitled "Abandoned Property;" amending Chapter 12 entitled "reserved" by renaming it "Foreclosed, Vacant, and Unimproved Property Registration Program" and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-015, on Second Reading.

Explanation of Request: The Abandoned Property Ordinance is being requested to be repealed and replaced to improve efficiency, enhance enforcement, and better address community concerns related to vacant and abandoned properties. Key changes include transitioning the annual abandoned property registration fee to a semi-annual payment structure, which allows for more frequent updates and improved tracking of property status. The revised Ordinance also streamlines the overall registration and enforcement process, reducing response time. Additionally, a new provision was added requiring registration of vacant properties- not just those classified as abandoned- to ensure earlier oversight and help prevent potential blight before it becomes a larger issue.

How will this affect city programs or services?
This will not affect City programs or services.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Ord 25-015 -Amendment_-_Abandoned_Property.docx
Business-impact-estimate_Agenda Item 3454-2025.docx

ORDINANCE NO. 25-015

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 10 ENTITLED "GARBAGE, TRASH AND OFFENSIVE CONDITIONS", ARTICLE III, ENTITLED "ABANDONED PROPERTY" BY REPEALING ARTICLE III IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE III ENTITLED "ABANDONED PROPERTY"; AMENDING CHAPTER 12 ENTITLED "RESERVED" BY RENAMING IT "FORECLOSED, VACANT AND UNIMPROVED PROPERTY REGISTRATION PROGRAM" AND CREATING NEW SECTIONS THEREUNDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach's Abandoned Property Ordinance is in need of updating to include the State of Florida legislative changes relating to notices and other matters, and to follow the State's procedures for handling abandoned property on public property which provides for regulations for inoperable motor vehicles, derelict vessels, and lost property found as set forth in section 705.103, Florida Statutes; and

WHEREAS, it has been determined that it is in the best interest of the City to consolidate abandoned property on private property processes and to streamline the special magistrate processes; and

WHEREAS, it has been determined that the City's Property Registration Program needs updating and should be moved from Chapter 10 to a separate section in the Code; and

WHEREAS, the City Commission finds that adopting these ordinance changes is in the best interest of the citizens and residents of the City of Boynton Beach.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

Section 2. That Chapter 10, entitled "Garbage, Trash and Offensive Conditions," Article III, entitled "Abandoned Property," is hereby REPEALED in its entirety and REPLACED with the following:

ARTICLE III. ABANDONED PROPERTY

Sec. 10-50. Definitions.

For the purposes of this Article, the following words and phrases shall have the meaning set forth herein. According to context, words used in the present tense include the future, singular words include the plural, plural words include the singular, and masculine words shall include the feminine gender.

Abandoned property, private property. Wrecked or derelict property having no value other than nominal salvage value, if any, which has been left abandoned and unprotected from the elements on private property and shall include, but not be limited to, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture, inoperable motor vehicles, and any other article which has no value other than nominal salvage value, if any.

Abandoned property, public property. All tangible personal property that does not have an identifiable owner and has been disposed of on public property in a wrecked, inoperative, or partially dismantled condition, or has no apparent intrinsic value to the rightful owner. The term includes derelict vessels as defined in section 823.11, Florida Statutes, and vessels declared a public nuisance pursuant to section 327.73(1)(aa), Florida Statutes.

Antique motor vehicle. Any motor vehicle of thirty-five (35) years or more registered with the State of Florida, pursuant to Section 320.086, Florida Statutes.

City. The City of Boynton Beach, Florida.

Enforcement officer. Those employees or other agents of the City designated by ordinance, or duly authorized and appointed by the City Manager, whose duty is to enforce City Codes. This definition shall include, but not be limited to, law enforcement police officers and Code Enforcement Officers.

Inoperable motor vehicle. Any vehicle which is located on public property, or private property and not within an enclosed building, and which has any of its wheels or tires dismantled or

deflated, is missing any part or valid registration required by law for travel on public streets, or is in such condition as to render it incapable of normal operation under its own power, including being supported above existing grade level by such means as concrete blocks, jacks, hoists, or similar devices shall be considered abandoned property. Included in this definition is any wrecked, inoperative, or partially dismantled motor vehicle.

Lost property. All tangible personal property which does not have an identifiable owner and which has been mislaid on public property, upon a public conveyance, on premises used at the time for business purposes, or in parks, places of amusement, public recreation areas, or other places open to the public in a substantially operable, functioning condition or which has an apparent intrinsic value to the rightful owner.

Motor vehicle. A vehicle or conveyance which is self-propelled and designed to travel along the ground, and includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, go-karts, golf carts, campers, motorhomes, and trailers.

Private property. Any property within the City that is privately owned is not defined as public property herein.

Public property. Lands and improvements owned by the federal government, the State of Florida, a county, or a municipality, and include sovereignty submerged lands located adjacent to the county or municipality, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and other similar property.

Wrecked motor vehicle. Any motor vehicle whose condition is wrecked, dismantled, partially dismantled, incapable of operation by its own power on a public street, or from which the wheels, engine, transmission, or any substantial part thereof has been removed.

Sec. 10-51. Procedure for Abandoned or Lost Property on Public Property.

Abandoned property, which includes inoperable motor vehicles, derelict vessels, and lost property found on public property, shall be handled in accordance with the procedure set forth in section 705.103, Florida Statutes, as amended from time to time.

Sec. 10-52. Procedure for Abandoned Property on Private Property.

(a) Public Nuisance. It is declared unlawful and a public nuisance for an owner of private property to permit the open storage or discarding of abandoned property on private

property. The existence of abandoned property, including inoperable motor vehicles, on private property in view of the general public is detrimental to the health, safety, and welfare of the City's residents and violates the City's aesthetic standards.

(b) Inoperable Motor Vehicles. It shall be the duty of the registered owner of an inoperable motor vehicle, as well as the duty of the owner of the private property or lessee or other person in possession of the private property upon which the inoperable motor vehicle is located, to remove the inoperable motor vehicle from the view of the general public. Even after removal from view of the general public, an inoperable motor vehicle may be parked, stored, or left on private property for a period of time not to exceed ten (10) days.

(c) Exceptions. This section shall not apply to:

(1) An inoperable motor vehicle completely enclosed within a building or one that is held in connection with a business enterprise lawfully licensed by the City for the servicing and repair of such vehicles and properly operated in an appropriate business zone pursuant to the zoning ordinances of the City.

(2) Any antique or collector vehicle registered with the State of Florida, pursuant to Section 320.086, Florida Statutes. However, no more than two (2) antique motor vehicles may be retained by the same owner for collection purposes unless they are appropriately stored.

(d) Notification Procedure. When an enforcement officer ascertains that an article of abandoned property, including an inoperable motor vehicle, is located upon private property, the enforcement officer shall:

(1) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE FOLLOWING DESCRIBED PROPERTY:

(setting forth a brief description)

LOCATED AT:

(setting forth a brief description of the location)

is:

IMPROPERLY STORED AND IS IN VIOLATION OF

(setting forth ordinance or resolution violated)

AND MUST BE REMOVED WITHIN FIVE (5) DAYS FROM THE DATE OF THIS NOTICE; OTHERWISE, IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY, AND MAY BE REMOVED AND SOLD OR DESTROYED BY ORDER OF THE CITY OF BOYNTON BEACH, FLORIDA, DATED THIS:

(setting forth the date of posting of notice)

SIGNED

(setting forth name, title, address, and telephone number of enforcement officer)

(2) The notice shall also advise the persons to whom the notices are applicable that they have five (5) days to request a pre-taking hearing to show cause why the abandoned property should not be removed. The request for hearing shall be delivered by written request to the Boynton Beach City Clerk within five (5) days of the notice posting.

(3) Such notice shall be not less than eight (8) inches by ten (10) inches and shall be sufficiently weatherproof to withstand normal exposure to the elements.

(4) In addition to posting the notice, the enforcement officer shall also provide the notice to the owner of the abandoned property, and if an inoperable motor vehicle is involved, the enforcement officer shall make a reasonable effort to ascertain the name and address of the registered owner of the inoperable motor vehicle and send the notice to the registered owner. In all cases, the notices shall be given by hand delivery or by regular and certified mail, return receipt requested, on the date of posting or as soon thereafter as practical.

(5) The enforcement officer shall mail, by certified mail, a copy of the above-described notice to the owner of the real property upon which the abandoned property is located, as shown by the real estate tax records as provided by the Palm Beach

County Property Appraiser's Office, or any other address provided to the local government by such owner, on the date of posting such notice or as soon thereafter as practical.

(6) If the name and address of the registered owner of an inoperable motor vehicle cannot reasonably be found or determined, a public notice shall be posted by the city clerk on the city hall bulletin board for five (5) consecutive days. The public notice shall include, at a minimum, the following information: "Public Notice: To Whom It May Concern," date, legal description of the situs, address of such location, a full description of the abandoned/inoperable vehicle; and when available, the last known owner of the vehicle and the date from or approximate period of time during which the nuisance has existed.

(c) Removal of Abandoned Property.

(1) If, at the end of five (5) days after posting notice under this section, or 48 hours after the pre-taking hearing, whichever occurs later, the owner or any person interested in such abandoned property described in the notice has not removed the abandoned property, or shown reasonable cause for failure to do so, the City may cause the abandoned property so described to be removed by a towing or salvage company, which shall cause the article or articles of abandoned property to be removed and placed in storage, if applicable with the local, state and federal regulations or the City may cause the abandoned property to be sold or destroyed and the salvage value, if any, of such article shall be retained by the City, to be applied against the cost of removal and destruction thereof.

(2) The owner of any abandoned property, who, after notice as provided in this section, does not remove the abandoned property within the specified period, shall be liable to the City for all costs of removal and destruction of such abandoned property, less any salvage value received by the City. Upon such removal and destruction, the City shall notify the owner of the amount owed and of the penalty provision of this subsection.

(3) If the owner fails to timely pay the costs thereof that are incurred by the City, including but not limited to the costs of removal, towing, storage, service and postage, and any other administrative costs or fees attributable to the removal of the abandoned property, the costs shall be charged and billed to the owner of the abandoned property, the registered owner of the inoperable vehicle or the owner

of the private property upon which such vehicle was located. Unless payment is made within thirty (30) days of such billing, the special magistrate may assess a fine up to $250 in addition to the other charges set forth herein. Liens may be assessed and levied in accordance with sections 2-79 and 2-79.5 of this Code.

(4) It is unlawful to remove abandoned property, including inoperable motor vehicles, from private property to public property after the posting of the property by an enforcement officer.

(5) In the event that the abandoned property is deemed to be an imminent public health and safety hazard, an enforcement officer is authorized to remove the property immediately. Subsequent to the removal of the abandoned property, the City shall make reasonable and diligent efforts to ascertain the owner and take the applicable action. The private property owner shall be provided notice and assessed the cost of removal of the abandoned property and any required clean-up of the private property.

(d) Pre-taking hearing. If a pre-taking hearing is timely requested, the City's Code Enforcement Department shall schedule the hearing and send a notice of hearing to the requesting owner by regular mail. The hearing shall be conducted by the special magistrate in accordance with section 2-77 of this Code. If the special magistrate finds that a violation exists, the abandoned property and/or abandoned/inoperable vehicle shall be removed. If the subject property is removed at any cost to the city, such costs shall be assessed in accordance with subsection (c)(2) above. Further, if a violation is found, the special magistrate shall also order the owner to pay the city's administrative costs within a time certain.

SECTION 2. That Chapter 12 entitled "Reserved" is hereby amended by DELETING "Reserved" and CREATING a new Chapter entitled "Foreclosed, Vacant and Unimproved Property Registration Program" to state as follows:

Chapter 12
FORECLOSED AND VACANT PROPERTY REGISTRATION PROGRAM

Sec. 12-1. Purpose and Intent.

It is the purpose and intent of this Chapter to establish a process to monitor and address the conditions of vacant, abandoned, and distressed real property located within the city. This

Chapter is further intended to monitor and reduce the amount of deteriorating property located within the city, on which a public notice of default or lis pendens has been filed, which is in foreclosure, or where ownership has been transferred to a lender or mortgagee by any legal method. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned or vacated properties, which may or may not be subject to a mortgage, or properties subject to mortgages that are in default.

Sec. 12-2. Applicability.

This Chapter relates to abandoned and vacant properties, and property subject to a mortgage that has been determined by the mortgagee to be in default, is in foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee or lender as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method. All such properties shall comply with the registration, security, and maintenance requirements of this section.

This Chapter shall be considered cumulative and not superseding or subject to any other law or provision for the same, but shall rather be an additional remedy available to the city above and beyond any other state, county, and/or local provisions for the same.

Sec. 12-3. Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall indicate the meaning.

Abandoned property or abandoned real property means any real property that is vacant or distressed.

Default means that the mortgagee has filed a foreclosure action or public notice of default on the mortgage. A mortgage shall be considered in default at such time as the mortgagee declares said mortgage to be in default in writing, by recording a lis pendens, by its actions, or by commencing foreclosure proceedings, or by any other actions demonstrating a breach of a security covenant on a property.

Distressed means any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that a property is neglected, abandoned, or otherwise not being regularly maintained. Such conditions include, but are not limited to: a repeat violation of any provision of this Code, as defined in section 162.04(5), Florida Statutes, or violations which have not been complied; overgrown and/or dead vegetation; the accumulation of trash, junk and/or debris; unsecured doors, windows or other openings; the presence of an unsanitary, stagnant swimming pool, the presence of boards over doors, windows or other openings in violation of the City Code; deterioration of the structure or structures on the property.

Evidence of vacancy means any condition that, on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, past due utility notices and/or disconnected utilities; accumulation of trash, junk or debris; the absence of furnishings and/or personal items consistent with habitation or occupancy; an unsanitary or stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents, among other evidence of such conditions.

Foreclosure means the judicial process by which a property, placed as security for a mortgage loan, is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

Enforcement officer means a Building Official, Fire Inspector, or Code Enforcement Officer employed by the City.

Mortgagee means any party holding a mortgage interest, regardless of priority.

Owner means any person, firm, corporation, or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment, or property subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, or any other person, firm, corporation, or legal entity having a vested or contingent interest or, in the case of leased premises, the legal holder of the lease or his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation, or legal entity responsible for the construction, maintenance, and operation of the building, facilities, or property involved, whether vacant or occupied.

Property management company means a local property manager, property maintenance company, or similar entity responsible for maintaining the abandoned real property.

Registrable Property means any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee has been the subject of a foreclosure action by a mortgagee and a judgment has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's-length transaction or the foreclosure action has been dismissed.

Semiannual Registration means six (6) months from the date of the first action that requires registration, as determined by the City or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Secure manner shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that a child may access the interior of the property and/or structure. In the case of broken windows, such windows shall be secured by re-glazing, or if the structure is vacant, it may be boarded up in accordance with Code requirements.

Vacant property means a parcel of land that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "evidence of vacancy." Vacant property does not mean property that is unoccupied while the occupants are temporarily away or is not intended by the owner to be left vacant so long as the period does not exceed six (6) months.

Sec. 12-4. Penalties.

Any person who violates the provisions of this Chapter shall, upon conviction, be punished as provided in Section 1-6 of the City's Code of Ordinances as applicable. In addition, any violation of this Chapter may be enforced through the city's special magistrate process.

Sec. 12-5. Registration of Vacant Property.

(a) Registration by owner. Every owner of a vacant property or property containing a vacant building or structure located within the city shall register with the city by filing a registration application prescribed by the City within ten (10) days of the vacancy.

(b) A registration application shall contain at least the following information:

(1) The address and parcel control number of the vacant property.

(2) For purposes of notice, the owner's name, telephone number, mailing address, and e-mail address.

(3) For purposes of notice, the name, telephone number, mailing address, and e-mail address of an individual or entity designated by the owner who has the authority to make decisions concerning the conditions at the vacant property, as well as any expenditure in connection therewith.

(4) The city reserves the right to require such other information as needed to carry out this section's public purpose and intent.

(c) A semiannual registration fee, per property, for the vacant property registration, shall be established by resolution of the city commission. Such fee shall accompany the registration form and shall be for the costs of registration and enforcement of this section.

(d) Registration pursuant to this section shall be required semiannually for as long as the property is vacant. A case initiated pursuant to this section may be presented to the special magistrate even if, prior to a hearing, the property is no longer vacant or no longer distressed.

(e) Properties subject to this chapter shall remain under the registration requirement and the inspection, security, and maintenance standards set forth in this section, as long as they remain vacant.

(f) Any person or other legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change. There shall be no fee to update the current owner's information.

(g) Failure of the property owner of record to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this section is a violation and shall be subject to enforcement by any of the enforcement means available to the city.

(h) Pursuant to a finding by the special magistrate that any property is in violation of this chapter, the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and to bring it into compliance.

Sec. 12-6. Registration of real property with a mortgagee holding a mortgage in default, foreclosure.

(a) All property, located within the city, which property is in or has been declared to be in default, mortgage foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method shall be registered under this section.

(b) Any mortgagee who holds a mortgage on real property located within the city shall perform an inspection of the property that is the security for the mortgage, upon default by the mortgagor or prior to the issuance of a notice of default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed vacant or abandoned, and the mortgagee shall register the property in compliance with subsection (c) below, even though the real property may not be vacant.

(c) Within ten (10) days of the date any mortgagee declares its mortgage to be in default, the mortgagee shall register the real property with the city's foreclosure registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain and secure the real property subject to the mortgage in default or defaulted. A separate registration is required for each defaulted property.

(d) Property inspected pursuant to subsection (b), above, that remains in default shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status, the mortgagee shall update the occupancy status of the property registration within ten (10) days of that inspection.

(e) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee, facsimile number and e-mail address, and the local property management company responsible for the security and maintenance of the property, and the direct

contact name, telephone number, mobile number, and email address of the manager for direct contact.

(f) This section shall also apply to properties that have been the subject of a foreclosure sale, where the title was transferred to the beneficiary of a mortgage involved in the foreclosure, and any properties transferred under a deed in lieu of foreclosure/sale.

(g) Properties subject to this section shall remain under the semiannual registration requirements, security, and maintenance standards of this Chapter as long as the mortgage is under foreclosure, in default, or has defaulted.

(h) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(i) If any property is in violation of this chapter, the city may take any necessary actions permitted by law to ensure compliance, and the city may place a lien on the property for the cost of the outstanding obligation and any additional costs incurred to bring the property into compliance.

(j) Registration fees. The city has created a foreclosure registry for properties subject to this Chapter. A semiannual registration fee in an amount set by resolution per property shall accompany the registration for inclusion on the foreclosure registry.

(1) Each individual property on the registry that has been registered for twelve (12) months or more prior to the effective date of this ordinance shall have thirty (30) days to renew the registration and pay the non-refundable semiannual registration fee. Properties registered less than twelve (12) months prior to the effective date of this ordinance shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the non-refundable semiannual registration fee.

(2) If the mortgage on a registrable property is sold or transferred, the new mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the registrable property.

(3) If the mortgagee sells or transfers the registrable property in a non-arm's-length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of whom the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.

(4) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section and a foreclosure filing, a late fee equivalent to ten percent (10%) of the semiannual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

Sec. 12-7. Maintenance requirements.

(a) In addition to the complying with the City's Property Maintenance Code, properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yard landscaping shall be maintained in accordance with the City's Code of Ordinances at the time registration was required.

(d) Landscape shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges, or similar plantings, decorative rock or bark, or artificial turf/sod designed specifically for residential installation. Landscape shall not include weeds, gravel, broken concrete, asphalt, or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required landscape and removal of all trimmings.

(f) Pools and spas shall be maintained so that the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of this Code and the Florida Building Code, as amended from time to time.

(g) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of this Code and issuance of a citation or notice of violation/notice of hearing by a City Code Enforcement Officer. Pursuant to a finding and determination by the City's special magistrate, the City may take the necessary action to ensure compliance with this section.

Sec. 12-8. Security requirements.

(a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A secure manner shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing.

(c) A local property management company shall be contracted to perform bi-weekly (every other week) inspections to verify compliance with the requirements of this Section and any other applicable laws.

(d) The property shall be posted with the name and twenty-four (24) hour contact phone number of the local property management company. The posting shall be no less than an eight-inch-by-ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

(Name of property management company)

TO REPORT PROBLEMS OR CONCERNS CALL:

(Telephone number of property management company)

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible, or if no such area exists, on a stake of sufficient

size to support the posting in a location as close as possible to the main door entrance of the property. Exterior posting shall be constructed of and printed with weather-resistant materials.

(e) The local property management company shall inspect the property on a bi-weekly (every other week) basis to ensure that the property is in compliance with this section. Upon the request of the City or its authorized representative, the local property management company shall provide a copy of the inspection reports to the Code Enforcement Department.

(f) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of this Code and issuance of a citation or notice of violation/notice of hearing by a City Code Enforcement Officer. Pursuant to a finding and determination by the City's special magistrate, the City may take the necessary action to ensure compliance with this section.

Sec. 12-9. Opposing or obstructing an Enforcement Officer; penalty. Whoever opposes, obstructs, or resists any City officer or any person authorized by the City in the discharge of duties as provided in this section shall, upon conviction, be punished as provided herein.

Sec. 12-10. Immunity of Code Enforcement Officer. Any Code Enforcement Officer, or any person authorized by the City to act pursuant to the City's Code of Ordinances or state law, shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this Chapter.

Sec. 12-11. Additional authority. The City's Code Enforcement Administrator, his/her designee, or the City's authorized representative shall have authority to require the mortgagee and/or owner of record of any property affected by this Chapter, to implement additional maintenance and/or security measures, including but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard, or other measures as may be reasonably required to help prevent further decline of the property.

Sec. 12-12. Adoption of rules, expenditure of funds, and declaration of municipal purpose. The City Manager, consistent with his/her duties and authorities under the City Charter, including those duties and authorities relating to emergency situations, is authorized and empowered to adopt rules and regulations and expend City funds as may be reasonably necessary and available to carry out the terms of this Chapter, the expenditure of such funds being declared a proper municipal purpose.

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention..

Section 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in <u>underscore</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 10 ENTITLED "GARBAGE, TRASH AND OFFENSIVE CONDITIONS", ARTICLE III, ENTITLED "ABANDONED PROPERTY" BY REPEALING ARTICLE III IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE III ENTITLED "ABANDONED PROPERTY"; AMENDING CHAPTER 12 ENTITLED "RESERVED" BY RENAMING IT "FORECLOSED, VACANT AND UNIMPROVED PROPERTY REGISTRATION PROGRAM" AND CREATING NEW SECTIONS THEREUNDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City of Boynton Beach's Abandoned Property Ordinance is in need of updating to include State of Florida legislative changes relating to notices and other matters, and to follow the State's procedures for handling abandoned property on public property which includes regulations for inoperable motor vehicles, derelict vessels, and lost property found as set forth in section 705.103, Florida Statutes. It has been determined that it is in the best interest of the City to consolidate abandoned property on private property processes and to streamline the special magistrate processes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/ 2/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-017- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting errors in the legal descriptions contained in Ordinance 23-006 approving the abandonment of the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"); authorizing the City Manager to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-017, on Second Reading.

Explanation of Request: The City Commission previously approved an abandonment related to The Pierce development on March 13, 2023 (see attached ordinance). The parties discovered some errors in the legal descriptions of the 1st Street, North Alley, and South Alley abandonment areas.

1. First Street- the original description had the wrong point of beginning, which resulted in the original area described being 5' longer than it actually was (225' long noted in the original ordinance, whereas 220' long is the correct measurement). As such, the total area based on the updated legal description is less than noted in the original (8,800 SF in the updated description, whereas 9,003.59 SF was noted in the original)
2. North Alley- minor modification to the language in the legal description, no impact on the overall lot dimensions or area. The original description noted "20.00 feet to the northeast corner of the west half of Lot 12, said Block 1," which has been corrected to note "20.00 feet to the south line of said alleyway."
3. South Alley- the original description had the wrong point of beginning; however, this did not impact the overall area dimensions. The area of abandonment was adjusted slightly due to a mathematical error (6,700.30 SF in the original description, whereas 6,700.40 SF is the correct measurement)

This ordinance corrects the errors in the legal descriptions outlined above.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Ord 25-017 Correcting_Legal_Description_in_Ordinance_23-006.docx
Ordinance no. 23-006.pdf
Business-impact-estimate_Agenda Item 3506-2025.docx

ORDINANCE NO. 25-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 23-006 BY CORRECTING THE ORDINANCE TITLE AND LEGAL DESCRIPTIONS OF THE 1ST STREET, NORTH ALLEY, AND SOUTH ALLEY ABANDONMENT AREAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 23-006 approving the abandonment of the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 220-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"); and

WHEREAS, the parties discovered scrivener errors in the ordinance title and legal descriptions of the 1st Street, North Alley, and South Alley abandonment areas; and

WHEREAS, the City Commission desires to correct the errors in the title and legal descriptions; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Section 2. Of Ordinance No. 23-006 is hereby repealed in its entirety and replaced with the following language:

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a "North Alley"), the 220-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of0way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a "South Alley"). The property being abandoned is more particularly described as follows:

South Alley Legal Description
A PORTION OF THE 20' ALLEYWAY AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY, ALSO BEING THE SOUTH LINE OF SAID BLOCK 6, N89°46'59"E A DISTANCE OF 335.02 FEET TO A POINT 10 FEET WEST OF THE PLATTED WEST RIGHT OF WAY OF FEDERAL HIGHWAY (US HIGHWAY NO. 1), SAID POINT BEING THE WEST RIGHT OF WAY LINE OF SAID FEDERAL HIGHWAY PER F.D.O.T. R/W MAP SECTION 93010-2501, SHEET 4 OF 10; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE S01°22'36"E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEYWAY; THENCE PROCEED

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

ALONG SAID SOUTH LINE S89˚46'59"W A DISTANCE OF 335.02 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 6; THENCE PROCEED N01˚22'36"W A DISTANCE OF 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 6700.30 SQUARE FEET.

Portion of North Alley Legal Description
A PARCEL OF LAND BEING A PORTION OF THE 20 FEET WIDE ALLEYWAY IN BLOCK 1, ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PARCEL LYING IMMEDIATELY ADJACENT TO LOTS 6 THROUGH 11, AND THE WEST OF LOT 12. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY AND ALSO BINT THE SOUTH LINE OF LOTS 6 AND 7 N89˚48'41"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 6, THENCE DEPARTING SAID LINE PROCEED ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 6 S01˚22'23"E A DISTANCE OF 10.00 FEET TO A POINT; THENCE PROCEED ALONG A LINE TEN FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID ALLEYWAY, N89°48'41"E A DISTANCE OF 125.00 FEET (SAID LINE BEING THE CENTERLINE OF SAID ALLEYWAY) THENCE PROCEED S01˚22'36"E TO THE SOUTH LINE OF SAID ALLEYWAY AND INTERSECTION OF THE EAST LINE OF THE WEST½ OF LOT 12, SAID BLOCK 1, THENCE PROCEED ALONG THE SOUTH LINE OF SAID ALLEYWAY S89˚48'41"W A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8, BLOCK 1; THENCE PROCEED N01°22'36"W A DISTANCE OF 20.00 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT IN THE SOUTHWEST CORNER OF LOT 7, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 3251.00 SQUARE FEET.

Portion of NE 1st Ave Legal Description
A PORTION OF THE RIGHT OF WAY OF NE 1ST AVENUE AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED ALONG THE NORTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE N89°48'41"E A DISTANCE OF 225 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE WEST 1/2 OF LOT 12, BLOCK 1: THENCE DEPARTING SAID

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

NORTH RIGHT OF WAY LINE PROCEED S01°22'36"E A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE (ALSO BEING THE NORTH LINE OF BLOCK 6); THENCE PROCEED S89°48'41"W A LONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 225.00 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 6, ALSO BEING THE INTERSECTION POINT OF THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET); THENCE PROCEED N01°22'36" ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 9003.59 SQUARE FEET.

Section 3: Disclaimer. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a "North Alley"), the 220-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of0way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a "South Alley"). The property being abandoned is more particularly described as follows:

South Alley Legal Description
A PORTION OF THE 20' ALLEYWAY AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY, ALSO BEING THE SOUTH LINE OF SAID BLOCK 6, N89˚46'59"E A DISTANCE OF 335.02 FEET TO A POINT 10 FEET WEST OF THE PLATTED WEST RIGHT OF WAY OF FEDERAL HIGHWAY (US HIGHWAY NO. 1), SAID POINT BEING THE WEST RIGHT OF WAY LINE OF SAID FEDERAL HIGHWAY PER F.D.O.T. R/W MAP SECTION 93010-2501, SHEET 4 OF 10; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE S01˚22'36"E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEYWAY; THENCE PROCEED ALONG SAID SOUTH LINE S89˚46'59"W A DISTANCE OF 335.02 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 6; THENCE PROCEED N01˚22'36"W A DISTANCE OF 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 6700.30 SQUARE FEET.

Portion of North Alley Legal Description
A PARCEL OF LAND BEING A PORTION OF THE 20 FEET WIDE ALLEYWAY IN BLOCK 1, ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PARCEL LYING IMMEDIATELY ADJACENT TO LOTS 6 THROUGH 11, AND THE WEST OF LOT 12.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY AND ALSO BINT THE SOUTH LINE OF LOTS 6 AND 7 N89˚48'41"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 6, THENCE DEPARTING SAID LINE PROCEED ALONG THE SOUTHERLY

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

EXTENSION OF THE EAST LINE OF SAID LOT 6 S01˚22'23"E A DISTANCE OF 10.00 FEET TO A POINT; THENCE PROCEED ALONG A LINE TEN FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID ALLEYWAY, N89°48'41"E A DISTANCE OF 125.00 FEET (SAID LINE BEING THE CENTERLINE OF SAID ALLEYWAY) THENCE PROCEED S01˚22'36"E TO THE SOUTH LINE OF SAID ALLEYWAY AND INTERSECTION OF THE EAST LINE OF THE WEST½ OF LOT 12, SAID BLOCK 1, THENCE PROCEED ALONG THE SOUTH LINE OF SAID ALLEYWAY S89˚48'41"W A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8, BLOCK 1; THENCE PROCEED N01°22'36"W A DISTANCE OF 20.00 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT IN THE SOUTHWEST CORNER OF LOT 7, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 3251.00 SQUARE FEET.

Portion of NE 1st Ave Legal Description

A PORTION OF THE RIGHT OF WAY OF NE 1ST AVENUE AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED ALONG THE NORTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE N89°48'41"E A DISTANCE OF 225 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE WEST 1/2 OF LOT 12, BLOCK 1: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE PROCEED S01°22'36"E A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE (ALSO BEING THE NORTH LINE OF BLOCK 6); THENCE PROCEED S89°48'41"W A LONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 225.00 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 6, ALSO BEING THE INTERSECTION POINT OF THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET); THENCE PROCEED N01°22'36" ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 9003.59 SQUARE FEET.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this ___ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Maylee De Jesus, MMC
City Clerk

Daniel Dugger, City Manager

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, Daniel Dugger, City Manager of the City of Boynton Beach, Florida, known to me to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free hand and deed as such officer, for the uses and purposes mentioned therein; that he affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this ____ day of _____, 2025.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

ORDINANCE NO. 23-006

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF THE 225-FOOT LONG SEGMENT OF THE 20-FOOT WIDE RIGHT-OF-WAY LOCATED WITHIN THE NORTHERN SECTION OF THE PROPOSED THE PIERCE DEVELOPMENT APPROXIMATELY 175 FEET SOUTH OF THE EAST BOYNTON BEACH BOULEVARD CENTERLINE (A.K.A. "NORTH ALLEY"), THE 225-FOOT LONG SEGMENT OF THE 40-FOOT WIDE NE 1ST AVENUE RIGHT-OF-WAY, AND THE 335.02-FOOT LONG SEGMENT OF THE 20-FOOT WIDE RIGHT-OF-WAY LOCATED WITHIN THE SOUTHERN SECTION OF THE PROPOSED THE PIERCE DEVELOPMENT, APPROXIMATELY 150 FEET NORTH OF THE EAST OCEAN AVENUE CENTERLINE (A.K.A "SOUTH ALLEY"); AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Applicant is requesting three (3) abandonments (ABAN 22 - 001, ABAN 22-002, & ABAN 22-003) in conjunction with the following applications: The Pierce Rezoning (REZN 22-001) to rezone the subject properties from CBD (Central Business District) to Mixed Use-Core (MU-C), and The Pierce Master Plan (MPMD 22-005) and New Major Site Plan (NWSP 22-004) for the development of an 8-story mixed-use development consisting of approximately 17,089 square feet of ground floor commercial space and a supporting parking garage with a total of 564 parking spaces; and

WHEREAS, staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff has determined that the subject right-of-way no longer serves a public purpose other than retention of a utility easement, if warranted and therefore recommends approval of the request, subject to the accompanying conditions.

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

Section 1. The foregoing whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a "South Alley"). The property being abandoned is more particularly described as follows:

South Alley Legal Description

A PORTION OF THE 20' ALLEYWAY AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY, ALSO BEING THE SOUTH LINE OF SAID BLOCK 6, N89°46'59"E A DISTANCE OF 335.02 FEET TO A POINT 10 FEET WEST OF THE PLATTED WEST RIGHT OF WAY OF FEDERAL HIGHWAY (US HIGHWAY NO. 1), SAID POINT BEING THE WEST RIGHT OF WAY LINE OF SAID FEDERAL HIGHWAY PER F.D.O.T. R/W MAP SECTION 93010-2501, SHEET 4 OF 10; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE S01°22'36"E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEYWAY; THENCE PROCEED ALONG SAID SOUTH LINE S89°46'59"W A DISTANCE OF 335.02 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 6; THENCE PROCEED N01°22'36"W A DISTANCE OF 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 6700.30 SQUARE FEET.

Portion of North Alley Legal Description

A PARCEL OF LAND BEING A PORTION OF THE 20 FEET WIDE ALLEYWAY IN BLOCK 1, ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PARCEL LYING IMMEDIATELY ADJACENT TO LOTS 6 THROUGH 11, AND THE WEST OF LOT 12. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY AND ALSO BINT THE SOUTH LINE OF LOTS 6 AND 7 N89°48'41"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 6, THENCE DEPARTING SAID LINE PROCEED ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 6 S01°22'23"E A DISTANCE OF 10.00 FEET TO A POINT; THENCE PROCEED ALONG A LINE TEN FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID ALLEYWAY, N89°48'41"E A DISTANCE OF 125.00 FEET (SAID LINE BEING THE CENTERLINE OF SAID ALLEYWAY) THENCE PROCEED S01°22'36"E TO THE SOUTH LINE OF SAID ALLEYWAY AND INTERSECTION OF THE EAST LINE OF THE WEST ½ OF LOT 12, SAID BLOCK 1,

THENCE PROCEED ALONG THE SOUTH LINE OF SAID ALLEYWAY S89º48'41"W A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8, BLOCK 1; THENCE PROCEED N01º22'36"W A DISTANCE OF 20.00 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT IN THE SOUTHWEST CORNER OF LOT 7, ALSO BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 3251.00 SQUARE FEET.

Portion of NE 1st Ave Legal Description

A PORTION OF THE RIGHT OF WAY OF NE 1ST AVENUE AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED ALONG THE NORTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE N89º48'41"E A DISTANCE OF 225 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE WEST 1/2 OF LOT 12, BLOCK 1: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE PROCEED S01º22'36"E A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE (ALSO BEING THE NORTH LINE OF BLOCK 6); THENCE PROEED S89º48'41"W A LONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 225.00 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 6, ALSO BEING THE INTERSECTION POINT OF THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET); THENCE PROCEED N01º22'36" ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, ALSO BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 9003.59 SQUARE FEET.

Section 3. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4. This Ordinance shall take effect immediately upon passage.

FIRST READING this 21st day of February, 2023.

SECOND, FINAL READING AND PASSAGE THIS 9th day of March, 2023.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Ty Penserga	✓	___
Vice Mayor – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Thomas Turkin	✓	___
Commissioner – Aimee Kelley	___	___
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a "South Alley"). The property being abandoned is more particularly described as follows:

South Alley Legal Description

A PORTION OF THE 20' ALLEYWAY AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY, ALSO BEING THE SOUTH LINE OF SAID BLOCK 6, N89°46'59"E A DISTANCE OF 335.02 FEET TO A POINT 10 FEET WEST OF THE PLATTED WEST RIGHT OF WAY OF FEDERAL HIGHWAY (US HIGHWAY NO. 1), SAID POINT BEING THE WEST RIGHT OF WAY LINE OF SAID FEDERAL HIGHWAY PER F.D.O.T. R/W MAP SECTION 93010-2501, SHEET 4 OF 10; THENCE PROCEED ALONG SAID RIGHT OF WAY LINE S01°22'36"E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEYWAY; THENCE PROCEED ALONG SAID SOUTH LINE S89°46'59"W A DISTANCE OF 335.02 FEET TO A POINT 5.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 6; THENCE PROCEED N01°22'36"W A DISTANCE OF 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 6700.30 SQUARE FEET.

Portion of North Alley Legal Description

A PARCEL OF LAND BEING A PORTION OF THE 20 FEET WIDE ALLEYWAY IN BLOCK 1, ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PARCEL LYING IMMEDIATELY ADJACENT TO LOTS 6 THROUGH 11, AND THE WEST OF LOT 12.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED THENCE ALONG THE NORTH LINE OF SAID ALLEYWAY AND ALSO BINT THE SOUTH LINE OF LOTS 6 AND 7 N89°48'41"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 6, THENCE DEPARTING SAID LINE PROCEED ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 6 S01°22'23"E A DISTANCE OF 10.00 FEET TO A POINT; THENCE PROCEED ALONG A LINE TEN FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID

ALLEYWAY, N89°48'41"E A DISTANCE OF 125.00 FEET (SAID LINE BEING THE CENTERLINE OF SAID ALLEYWAY) THENCE PROCEED S01°22'36"E TO THE SOUTH LINE OF SAID ALLEYWAY AND INTERSECTION OF THE EAST LINE OF THE WEST ½ OF LOT 12, SAID BLOCK 1, THENCE PROCEED ALONG THE SOUTH LINE OF SAID ALLEYWAY S89°48'41"W A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 8, BLOCK 1; THENCE PROCEED N01°22'36"W A DISTANCE OF 20.00 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT IN THE SOUTHWEST CORNER OF LOT 7, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 3251.00 SQUARE FEET.

Portion of NE 1st Ave Legal Description
A PORTION OF THE RIGHT OF WAY OF NE 1ST AVENUE AS SHOWN ON ORIGINAL TOWN OF BOYNTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, SAID PLAT OF ORIGINAL TOWN OF BOYNTON, PROCEED ALONG THE NORTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE N89°48'41"E A DISTANCE OF 225 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE WEST 1/2 OF LOT 12, BLOCK 1: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE PROCEED S01°22'36"E A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID NE 1ST AVENUE (ALSO BEING THE NORTH LINE OF BLOCK 6); THENCE PROEED S89°48'41"W A LONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 225.00 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 6, ALSO BEING THE INTERSECTION POINT OF THE EAST RIGHT OF WAY LINE OF NE 4TH STREET (PLATTED AS PALMETTO STREET); THENCE PROCEED N01°22'36" ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 1, ALSO BEING THE POINT AND PLACE OF BEGINNING.
CONTAINING 9003.59 SQUARE FEET.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this 13 day of March, 2023.

CITY OF BOYNTON BEACH, FLORIDA

Maylee De Jesus, MMC
City Clerk

Daniel Dugger, City Manager

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared by means of ☑ physical presence or ☐ online notarization, Daniel Dugger, City Manager of the City of Boynton Beach, Florida, known to me to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free hand and deed as such officer, for the uses and purposes mentioned therein; that he affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this 13 day of March, 2023.

Tammy L Stanzione
NOTARY PUBLIC, State of Florida
My Commission Expires: 3/25/23

TAMMY L STANZIONE
Commission # GG 306158
Expires March 25, 2023
Bonded Thru Budget Notary Services

The City of Boynton Beach

Prepared by and returned to: Michael Cirullo
City Attorney
City Clerk's Office
PO Box 310
Boynton Beach Fl 33425
(561) 742-6060
FAX: (561) 742-6090
E-mail : cityclerk@bbfl.us
www.boynton-beach.org

CERTIFICATION

I, TAMMY L. STANZIONE, DEPUTY CITY CLERK of the City of Boynton Beach, Florida, do hereby certify that the attached Ordinance 23-006 consisting of seven (7) pages, is true and correct copy as it appears in the records of the City of Boynton Beach, Florida.

WITNESS, my hand and the corporate seal of the CITY OF BOYNTON BEACH, FLORIDA, dated this 14th day of March, 2023.

TAMMY STANZIONE, CMC
DEPUTY CITY CLERK

(SEAL)

S:\CC\WP\Certifications\Ordinances\Certified Ordinance 23-006.docx

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 23-006 BY CORRECTING THE ORDINANCE TITLE AND LEGAL DESCRIPTIONS OF THE 1ST STREET, NORTH ALLEY, AND SOUTH ALLEY ABANDONMENT AREAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 23-006 approving the abandonment of the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 220-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"). The parties discovered scrivener errors in the ordinance title and legal descriptions of the 1st Street, North Alley, and South Alley abandonment areas. The City Commission desires to correct the errors in the title and legal descriptions and has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/ 2/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Requested Action: Staff recommends the approval of Proposed Ordinance No. 25-018, on Second Reading.

Explanation of Request: The City's current parking regulations under Section 14-5 have not been comprehensively updated since 2004. Staff has conducted a comparative analysis of Boynton Beach's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities.

Proposed changes include:

- Removed language allowing vehicles to park within the public right-of-way.
- Added language prohibiting parking, stopping, standing, at any time within the right-of-way, public or private yards, swales, or easements adjacent to a paved or unpaved road or street.
- Added an exception allowing temporary parking in a yard for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

How will this affect city programs or services? May need to outsource additional Code Enforcement Officer or Parking Enforcement Officers to consistently enforce.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Agenda_Item_3536-2025_Ordinance_to_Prohibit_stopping_standing_parking_in_specific_places.docx
business-impact-estimate-3536-2025.docx

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," CLARIFYING PROHIBITIONS AND CREATING NEW SECTIONS THEREUNDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida's ("City") current parking regulations under Section 14-5 have not been comprehensively updated since 2004; and

WHEREAS, City staff has conducted a comparative analysis of the City's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities; and

WHEREAS, staff has determined that the proposed change will clarify and uniformly regulate residents' ability to park or stop in certain city areas.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places" is hereby amended to read as follows:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Sec. 14-5. Stopping, standing, parking, or storage prohibited in specified places.

***

(1) Stopping, standing, parking, or storing a vehicle:

***

b. On a sidewalk~~.~~ or in any location where a vehicle obstructs, blocks, or impedes pedestrian traffic on any sidewalk, whether on public or private property.

***

(4) ~~No vehicle can be stored on the public right-of-way. A vehicle shall be considered stored, as opposed to parked, when the vehicle is not operated and moved, for a minimum of one-half (½) hour, at least once during a thirty-six (36) hour period.~~ No person shall at any time stop, stand, park, or allow to be parked a vehicle on public right-of-way, a public or private yard, swale, or easement adjacent to a paved or unpaved road or street. This provision shall not apply during an "open house" or other special or social event in areas where temporary parking is permitted by the host or neighbors and is parked in a manner that does not obstruct traffic flow.

a. Temporary parking of vehicles in a yard is permitted for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

b. The foregoing exception does not apply to short-term rentals.

(5) No vehicle can be parked ~~or stored~~ on the public right-of-way for any period of time unless the front, rear, and side reflectors and the license plate are visible; and except where adequate provision for motor vehicles has been provided by marked spaces or where signs clearly indicating that vehicle parking is permitted have been posted at such locations.

(6) Stand or park a vehicle, whether occupied or not, in a designated parking space on or along any street, roadway, or right-of-way under the jurisdiction of the Florida Department of Transportation in contravention ~~to~~of the parking restrictions set forth in any general use permit issued to the City by the Florida Department of Transportation. A general use permit authorizes the City to restrict the hours of continuous parking along a designated street, roadway, or right-of-way, and to install and maintain signage specifying the continuous parking restriction, the hours ~~in~~during which the restriction is applicable, and the street, roadway, or right-of-way on which the restriction is applicable. Signage in accordance with

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

this section and the general use permit shall be conspicuously posted identifying the restricted parking zone and the hours in which the restricted parking is applicable.

***

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," AND CREATING NEW SECTIONS THEREUNDER, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance change will provide clarity and consistency as to residents' ability to park or stop in certain areas located within the City

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Proposed Ordinance No. 25-021- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 15, Article I, Section 15-19 "Non-Smoking Areas" of the City's Code of Ordinances; providing for conflicts, severability, codification, and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-021 on First Reading.

Explanation of Request: The City seeks to broaden its existing Ordinance as to non-smoking areas to protect public health, reduce fire risk, and improve the cleanliness of public City spaces by broadening the prohibition on smoking and the use of vapor-generating devices to include public City parks, beaches, indoor and outdoor City recreation facilities, playgrounds, sports fields, shelters, restrooms, and picnic areas, and City-owned parking lots, including adjacent sidewalks and vehicle spaces.

How will this affect city programs or services? This new Ordinance will set a positive example for youth by discouraging tobacco and nicotine use in community spaces. It will promote clean air and encourage healthy lifestyles.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 25-021 Agenda_Item_3538-2025_Ordinance_re_no_smoking_on_City_beaches_and_in_City_parks.docx
3538-2025_Business_Impact_Statement.docx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 15, ARTICLE I, SECTION 15-19 "NON-SMOKING AREAS," OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida ("City") is committed to promoting a healthy, safe, and clean environment for all residents and visitors; and

WHEREAS, the City seeks to broaden its existing ordinance as to non-smoking areas in order to protect public health, reduce fire risk, and improve the cleanliness of public City spaces by broadening the prohibition on smoking and the use of vapor-generating devices to include public City parks, beaches, indoor and outdoor City recreation facilities, playgrounds, sports fields, shelters, restrooms, and picnic areas, and City-owned parking lots, including adjacent sidewalks and vehicle spaces; and

WHEREAS, section 386.209, Florida Statutes, permits municipalities to impose restrictions on smoking and the use of vapor-generating devices in outdoor areas owned by such municipalities, including parks and recreation areas, and does not apply to the use of unfiltered cigars; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the City Commission, on the recommendation of staff, has determined that the proposed change will protect public health, safety, and the welfare of City residents and visitors.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Chapter 15 "Offenses-Miscellaneous," Article I, Section 15-19 "Non-smoking areas" is hereby amended to read as follows:

Sec. 15-19. Non-smoking areas.

(a) The City Commission of the City of Boynton Beach, Florida, hereby recognizes and supports the legislative intent ~~which~~ that was the basis for the Florida Clean Indoor Air Act (F.S. § 386.202).

(b) The City Commission of the City of Boynton Beach, Florida, does designate all public City parks, beaches, indoor and outdoor City recreation facilities, playgrounds, sports fields, shelters, restrooms, and picnic areas, and City-owned parking lots, including adjacent sidewalks and vehicle spaces, and indoor C~~c~~ity facilities, including common areas, as non-

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

smoking areas. Smoking includes the use of vapor-generating devices but does not apply to the smoking of unfiltered cigars.

Section 3. Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4. Effective Date. This Ordinance shall take effect immediately upon passage.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

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

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 15, "OFFENSES- MISCELLANEOUS," ARTICLE I, "IN GENERAL," SECTION 15-19 "NON-SMOKING AREAS," AND CREATING NEW SECTIONS THEREUNDER, PROVIDING FOR CONFLICTS,

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City seeks to broaden its existing ordinance as to non-smoking areas to protect public health, reduce fire risk, and improve the cleanliness of public City spaces by broadening the prohibition on smoking and the use of vapor-generating devices to include public City parks, beaches, indoor and outdoor City recreation facilities, playgrounds, sports fields, shelters, restrooms, and picnic areas, and City-owned parking lots, including adjacent sidewalks and vehicle spaces.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/ 2/2025

Capital Improvement Plan quarterly project update.

Requested Action: Fiscal Year 24-25 Capital Improvement Plan Quarterly project update presented by Rick Hoffer, Assistant Director of Public Works.

Explanation of Request: Presentation and Review of the FY2025 3rd Quarter - Capital Improvement Plan.

How will this affect city programs or services? No effect.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.
